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INTERAGENCY AGREEMENT (IAA07092)
between
WASHINGTON STATE
ADMINISTRATIVE OFFICE OF THE COURTS
and
CLALLAM COUNTY SUPERIOR COURT

THIS AGREEMENT is made and entered into by and between the Washington State Administrative Office of the Courts, 1112 Quince St SE, Post Office Box 41170, Olympia, Washington 98504-1170, hereinafter referred to as "AOC," and Clallam County Superior Court, 223 E. 4th Street, Port Angeles, Washington 98362, hereinafter referred to as "COURT".

1. **PURPOSE:** The purpose of this agreement is to enable the AOC to distribute a portion of the federal grant received by AOC from The Department of Community, Trade and Economic Development (hereinafter CTED) under the federal STOP Violence Against Women Office Grant to the COURT, to purchase a portable walk-through metal detector, purchase a hand-held metal detector, install reflective film on windows, and send security officer to training sponsored by the National Institute of Crime Prevention (hereinafter PROJECT).
2. **TERMS, CONDITIONS, AND OBLIGATIONS:** The COURT agrees to comply with all terms, conditions, obligations, and the special conditions set forth in the federal STOP Violence Against Women Office formula grant received by the AOC by which this project is being funded. These conditions include, but are not limited to: 1) Transfer of funds between line item budget categories can't exceed 10% of the total budget without approval of AOC. 2) Expenditure of matching funds must be identified on the invoice vouchers submitted to AOC. 3) Courts receiving funds for direct services must report the numbers of persons served detailing the nature of victimization, number of persons seeking services who could not be served, and demographic information. 4) To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that Limited English Proficiency (LEP) persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. 5) Any publications, excluding press releases and newsletters, must include the following:

"This project was supported by Grant No. 2006-WF-AX-0076 awarded by the Office on Violence Against Women, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice. Grant funds are administered by the Washington State Supreme Court Gender and Justice Commission and the Office of Crime Victims Advocacy, Washington State Department of Community, Trade and Economic Development."

3. STATEMENT OF WORK:

3.1 The AOC shall:

- 3.1.1 Provide \$5,657.00 STOP Violence Against Women Office funds to the COURT for the PROJECT.
- 3.1.2 Manage the PROJECT, collect and analyze data generated as a result of the PROJECT, and develop recommendations for state-wide implementation.
- 3.1.3 Retain ownership rights over the data generated as a result of the PROJECT, as well as over the final report.
- 3.1.4 Grant a non-exclusive right to the COURT to use the data generated, as well as the final report, for COURT purposes.

3.2 The COURT shall:

- 3.2.1 Provide a match equal to at least thirty-three percent (33%) of the funds provided by the AOC. Up to one hundred percent (100%) of the match may be in-kind.
- 3.2.2 Purchase a portable walk-through metal detector and a hand-held metal detector.
- 3.2.3 Install security reflective film on windows.
- 3.2.4 Send security officer to training sponsored by the National Institute of Crime Prevention addressing Domestic Violence and Sexual Assault.
- 3.2.5 Assist the AOC in the collection of data and development of recommendations.
- 3.2.6 Keep records of the local match for federal audit purposes.
- 3.2.7 Provide written status reports at the end of each calendar quarter (June 30, 2007, September 30, 2007, December 31, 2007, March 31, 2008).
- 3.2.8 Submit completed federally-required Federal STOP Grant reports on December 31, 2007 and March 31, 2008, on forms to be provided by AOC.
- 3.2.9 Submit two copies of any grant-funded printed materials to the AOC along with one copy of the final grant report.
- 3.2.10 Certify to AOC, in writing, that the COURT notifies domestic violence offenders of the federal firearms prohibitions that affect respondents in protection orders and defendants in criminal cases

4. **TERM OF AGREEMENT:** This Agreement shall be effective beginning April 1, 2007 and will expire on March 31, 2008, unless sooner terminated or extended as provided herein.

5. MANNER OF FINANCING:

- 5.1 AOC shall pay the COURT an amount not to exceed \$5,657.00 for the performance of all things necessary for, or incidental to, the work as set forth in this Agreement and its incorporated documents.
- 5.2 Pursuant to the CTED guidelines, the COURT is required to provide a match equal to at least thirty-three percent (33%) of the funds provided by the AOC. Up to one hundred percent (100%) of the match may be in-kind.
- 5.3 Requests for payment under this Agreement shall be submitted by the COURT not more often than monthly. Upon receipt and approval of the properly-executed invoices, AOC will remit payment to the COURT in a total amount not to exceed the value of this Agreement. Payments will be considered timely if made by the AOC within 30 days of receipt by the AOC of a properly-executed invoice.
- 5.4 Allowable costs shall include costs incurred by the COURT from the first date of the Agreement period, until the Agreement is terminated or expires as provided herein, but in no event shall allowable costs exceed the maximum amount of the Agreement. Costs allowable under this Agreement are based on the budget submitted to the AOC by the COURT. The budget may be modified by mutual agreement of the AOC and the COURT. For the purposes of this Agreement, "mutual agreement" shall mean a written document signed by all parties to this Agreement.
- 5.5 The AOC must receive the COURT's "final invoice" no later than 14 days after the end of the contract.
- 5.6 The COURT shall forward invoices to the attention of: Financial Services, Administrative Office of the Courts.

6. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event a designated representative is changed, the party making the change shall notify the other party.

	AOC	COURT
Representative	Gloria Hemmen	Lindy Clevenger, Court Administrator
Phone	360 705-5290	360 417-2386
Email Address	Gloria.Hemmen@courts.wa.gov	lclevenger@co.clallam.wa.us
Address	1112 Quince St SE PO Box 41170 Olympia, WA 98504-1170	223 E. 4 th St. Port Angeles, WA 98362

7. **TREATMENT OF ASSETS AND PROPERTY:** The COURT shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used or disposed of pursuant to this Agreement.

8. **RIGHTS IN DATA:** Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or video and audio reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this contract include material not included within the definition of "works for hire," the COURT hereby assigns such rights to the AOC as consideration for this contract.

Data which is delivered under this contract, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the COURT has the right to grant such a license. The COURT shall advise the AOC, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The COURT shall provide the AOC prompt written notice of each notice or claim of copyright infringement received by the COURT with respect to any data delivered under this contract. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the COURT.

9. **RECORDS, DOCUMENTS, AND REPORTS:** The COURT shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The COURT shall retain all books, records, documents, and other material relevant to this contract for six (6) years after termination or expiration of this Agreement, and shall make them available for inspection by persons authorized in this provision.
10. **RIGHT OF INSPECTION:** The COURT shall provide right of access to its facilities to the AOC, or to any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.
11. **DISPUTES:** Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the COURT, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance with this provision or there is mutual waiver of this section. The AOC and the COURT shall share equally in reimbursing the three representatives for costs reasonably incurred in resolving the dispute. None of the

funds provided by the AOC to the COURT under the terms of this Agreement may be used to reimburse expenses of any such dispute resolution panel.

12. **TERMINATION:** Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
13. **CHANGES, MODIFICATIONS, AMENDMENTS:** This Agreement may be waived, changed, modified, or amended only by written agreement executed by the parties hereto.
14. **ASSURANCES:** The AOC and the COURT agree that all activity pursuant to this Agreement will be in accordance with all applicable current federal, state and local laws, rules, and regulations.
15. **CONFORMANCE:** If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
16. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
17. **ORDER OF PRECEDENCE:** Each of the Exhibits listed below is by this reference hereby incorporated into this Agreement. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
 - Applicable Federal and State of Washington statutes and regulations
 - Special Terms and Conditions as contained in this basic contract instrument
 - Exhibit A – General Terms and Conditions
 - Exhibit B – COURT Certifications & Assurances;
 - Exhibit C –Budget

AGREED:

WASHINGTON STATE
ADMINISTRATIVE OFFICE OF THE
COURTS

CLALLAM COUNTY SUPERIOR COURT

<u>C. F. Presnell</u> Signature	<u>Ken Williams</u> Signature
<u>C. F. Presnell</u> Printed Name	<u>The Honorable Ken Williams</u> Printed Name
<u>Contracts manager</u> Title	<u>Judge</u> Title
<u>07/20/07</u> Date	<u>8/15/07</u> Date

Approved this third day of July 2007

CLALLAM COUNTY BOARD OF COMMISSIONERS

Stephen P. Tharinger
Stephen P. Tharinger, Chair

Approved as to form:
Mark Nichols
Deputy Prosecuting Attorney
Clallam County

mn
5-11-07

**Attachment A
Washington State
Administrative Office of the Courts
1206 Quince St SE
Post Office Box 41170
Olympia, Washington 98504-1170**

**INTERAGENCY AGREEMENT
IAA07092
GENERAL TERMS AND CONDITIONS**

ACCESS TO DATA: In compliance with Chapter 39.29 RCW, the COURT shall provide access to data generated under this contract to AOC, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, recommendations of the COURT's reports, including computer models and methodology for those models.

ADVANCE PAYMENTS PROHIBITED: No payment in advance or in anticipation of services to be provided under this contract shall be made by the AOC.

AMERICAN WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35: The COURT must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

CHANGES AND MODIFICATIONS: Any change or modification to this contract must be in writing and signed by all parties.

COVENANT AGAINST CONTINGENT FEES: The COURT warrants that no person or selling agent has been retained to solicit or secure this contract upon an agreement or understanding for a percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the COURT for purposes of securing business. The AOC shall have the right, in the event of breach of this clause by the COURT, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such percentage, brokerage or contingent fee.

CONFLICT OF INTEREST: The AOC may, by written notice to the COURT, terminate this contract if it is found after due notice and examination by the AOC that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the COURT in the procurement of, or performance under, this contract.

In the event this contract is terminated pursuant to RCW 42.52, the AOC shall be entitled to pursue the same remedies against the COURT as it could pursue in the event of a breach of the contract by the COURT. The rights and remedies of the AOC provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

GOVERNING LAW: This contract shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County. The COURT by execution of this contract, acknowledges the jurisdiction of the courts of the state of Washington in this matter.

HOLD HARMLESS: The COURT shall be responsible for and shall hold AOC harmless from all claims, loss, liability, damages, or fines arising out of or relating to the COURT's, or any Subcontractor's, performance or failure to perform, or acts or omissions, under this Agreement. AOC shall be responsible for and shall hold the COURT harmless from all claims, loss, liability, damages, or fines arising out of or relating to AOC's performance or failure to perform, or acts or omissions under this Agreement.

INDEPENDENT CAPACITY OF THE COURT: The COURT and its employees or agents performing under this contract are not employees or agents of AOC. The COURT will not hold itself out to be an officer or employee of AOC or of the state of Washington by reason hereof, nor will the COURT make any claim of right, privilege or benefit which would accrue to an employee under Chapter 28B.16 RCW or Chapter 41.06 RCW or which would accrue to an employee of the Judicial Branch specifically exempted by Chapter 41.06 RCW.

INDUSTRIAL INSURANCE COVERAGE: Prior to performing work under this agreement, the COURT shall provide or purchase industrial insurance coverage for the COURT's employees, as may be required by an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this contract. Should the COURT fail to secure industrial insurance or fail to pay premiums, as may be required under Title 51 RCW, the AOC may deduct the amount of premiums and any penalties owing from the amounts payable to the Division of Industrial Insurance. This provision does not waive any right under RCW 51.12.050 to collect from the COURT amounts paid by the AOC.

The AOC will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this COURT or any Subcontractor or employee of the COURT which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Washington State Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the COURT; the COURT shall indemnify the AOC and guarantee payment of such amounts.

Industrial insurance coverage through the Department of Labor & Industries is optional for sole proprietors, partners, corporate officers and others, per RCW 51.12.020.

LIMITATION OF AUTHORITY: Only the Contracting Officer or his/her delegates (delegation to be made in writing prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract on behalf of the AOC. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Contracting Officer or his/her delegate.

NONASSIGNABILITY: Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the COURT.

NONDISCRIMINATION: During the performance of this contract, the COURT shall comply with all federal and state nondiscrimination laws, regulations and policies.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS: In the event of the COURT's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the COURT may be declared ineligible for further contracts with the AOC. The COURT shall, however, be given a reasonable time in which to cure this noncompliance.

REGISTRATION WITH DEPARTMENT OF REVENUE: The COURT shall complete registration with the State of Washington, Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

LICENSING, ACCREDITATION AND REGISTRATION: The COURT shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this contract.

PERSONALITY RIGHTS: COURT grants the AOC the rights to use COURT's name, voice, signature, photograph or other likeness in conjunction with services provided under this Agreement and to videotape or audio record the presentation.

PRIVACY PROTECTION: Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. COURT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the AOC or as provided by law. COURT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The AOC reserve the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the COURT through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the AOC. Salting is the act of placing a record containing unique but false information into a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the AOC for any damages related to COURT's unauthorized use of personal information.

PUBLICITY: The COURT agrees to submit to the AOC all advertising and publicity matters relating to this contract in which AOC's name can be implied or is specifically mentioned. The COURT agrees not to publish or use such advertising and publicity matters without the prior written consent of AOC.

RECORDS, DOCUMENTS, AND REPORTS: The COURT shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The COURT will retain all books, records, documents, and other material relevant to this contract for six (6) years after settlement, and make them available for inspection by persons authorized this provision.

RIGHT OF INSPECTION: The COURT shall provide right of access to its facilities to the AOC or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

SAFEGUARDING OF INFORMATION: The use or disclosure by the COURT of any information obtained as a result of performance under this contract concerning the AOC for any purpose not directly connected with the administration of the AOC's or the COURT's responsibilities with respect to services provided under this contract is prohibited except by written consent of the AOC.

SEVERABILITY: If any provision of this contract or any provision of any document incorporated by reference hereto shall be held invalid, such invalidity shall not affect other provisions of this contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

SUBCONTRACTING: Neither the COURT nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval from the AOC.

TERMINATION:

- A. **Termination for Default:** The AOC may, by written notice, terminate this contract, in whole or in part, for failure of the COURT to perform any of the obligations or provisions required by the contract. In the event of default, the COURT shall be liable for damages as authorized by law, including but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time; Provided, that if (i) it is determined for any reason the COURT was not in default, or (ii) the COURT's failure to perform is without COURT's and/or Subcontractor's control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience.
- B. **Termination for Convenience:** Except as otherwise provided in this contract, the AOC may terminate this contract by providing written notice of such termination to the COURT, specifying the effective date thereof, at least five (5) calendar days prior to such date. If this contract is so terminated, the AOC shall be liable only for payment for services rendered prior to the effective date of termination.
- C. **Termination for Change in Funding:** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AOC may terminate the contract under the "Termination for Convenience" clause, without the five day notice requirement, subject to renegotiation under those new funding limitations and conditions.

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

The AOC shall pay to the COURT the agreed upon price, if separately stated, for completed work and services accepted by the AOC, and the amount agreed upon by the COURT and the AOC for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the AOC, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AOC Administrator or his/her designee' shall determine the extent of liability of the AOC. The AOC may withhold

from any amounts due the COURT such sum as the AOC determines to be necessary to protect the AOC against potential loss or liability.

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

After receipt of notice of termination, and except as otherwise directed by the AOC, the COURT shall:

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

TREATMENT OF ASSETS: Title to all property furnished by the AOC shall remain in the AOC. Title to all property furnished by the COURT shall remain in the COURT.

Any property of the AOC furnished to the COURT shall, unless otherwise provided herein or approved by the AOC, be used only for the performance of this contract.

The COURT shall be responsible for any loss or damage to property of the AOC which results from the negligence of the COURT or which results from the failure on the part of the COURT to maintain and administer that property in accordance with sound management practices.

Upon loss or destruction of, or damage to, any AOC property, the COURT shall notify the AOC thereof and shall take all reasonable steps to protect that property from further damage.

The COURT shall surrender to the AOC all property of the AOC prior to settlement upon completion, termination or cancellation of this contract.

WAIVER: Waiver of any default of any term or condition of this contract shall not be deemed to be a waiver of any other prior or subsequent default. Waiver of breach of any provision of the contract shall not be deemed a waiver of any other or subsequent breach and shall not be construed as a modification of the terms of this contract unless stated to be such in writing, signed by the AOC and attached to the original contract.

ASSURANCES

*dallan
County*

The Applicant hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars NO. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements – 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, (P.L. 91-646), which provides for fair and equitable treatment of persons displaced as a result of Federal and federally – assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller-General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal-sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

Callan
Conroy

9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan, or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 115693, and the Archeological and Historic Preservation Act of 1966 (16 USC 569 a-1 et. seq) by (a) consulting with the State Historical Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Inter-governmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended: Section 504 of the Rehabilitation Act

Clallam
County

of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E and G; and Department of Justice regulations on disability discrimination 28 CFR Part 35 and Part 39.

of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.

- 14. In the event of a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient

- 15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
- 16. It will comply with the provisions of the Coastal Barrier Resource Act (P.L.97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resource System.



Dec 8 2006

Signature of Presiding Judge, Court Administrator, or County Clerk

Date

KEN WILLIAMS

Please print Name

Non-Supplantation Certification and
National Historic Preservation Certification

clallam
County

NON-SUPPLANTATION CERTIFICATION

I/We certify that no STOP Grant funds will be used to supplant existing state, local, or other non-federal funding already in place to support current services.

I/We hereby certify that STOP Grant funds will be used to increase the total amount of funds used to combat violence against women.

I/We understand that violation of the non-supplantation requirement can result in a range of penalties, including suspension of future funds under this grant, recoupment of monies provided under this grant, and civil and/or criminal penalties.

NATIONAL HISTORIC PRESERVATION CERTIFICATION

I/We understand that prior to the use of any STOP Grant funds to renovate, alter, or otherwise improve the exterior or interior of a building, applicants for federal funds must establish identification, recordkeeping, reporting, consultation, and decision-making processes within their programs or procedures for administering grant funds. We further understand that proposed renovation work, as it relates to the National Historic Preservation Act, includes work not specifically funded with the STOP Grant funds but funded by the applicant or any third party as a prerequisite to accommodate the proposed use of grant funds. We agree to contact the Office of Crime Victims Advocacy for additional implementation guidance before deciding on any renovation work for which we are unsure of the application of this condition.

This certificate must be signed by all agencies receiving STOP Formula funds.





Signature of Presiding Judge, Court Administrator, or County Clerk

Date

KEN WILLIAMS

Please print Name

ATTACHMENT C

Clallam County

BUDGET DETAIL WORKSHEET

BUDGET SUMMARY: When you complete the budget detail worksheets, transfer the totals for each category to the spaces below.

Budget Category	Grant Funding Requested	Local Match Amount*
Salary(ies)	\$ —	\$ 525
Benefits	\$ —	\$ —
Consultants/Contracts	\$ —	\$ —
Goods and Services	\$ 5657	\$ 2371
TOTALS	\$ 5657	\$ 2896

We certify that we will provide a 33 percent nonfederal match of the grant funds requested. Match cannot include administrative overhead expenses, but may be 100 percent in-kind.

 Dec 8, 2006
 Signature of Presiding Judge, County Clerk, or Court Administrator Date

KEN WILLIAMS PRESIDING JUDGE
 Please print Name and Title

Please complete the following with the name and contact information of the court person who will be managing this grant.

Contact Name: <u>Lindy Clevenger</u>	Phone: <u>360 417-2386</u>
Title: <u>Court Administrator</u>	Fax: <u>360 417-2495</u>
Address: <u>223 E. 4th St.</u>	
	E-mail: <u>lclevenger@Co.Clallam.Wa.us</u>
City/Zip: <u>Port Angeles wa 98362</u>	

Clallam County

BUDGET DETAIL WORKSHEET: GRANT FUNDED

Please complete the proposed budget worksheets. Round all costs to the nearest dollar. Not all categories may be applicable to your program.

SALARIES: List each position to be paid by STOP Grant funds by title and name of employee, if available. Show the annual salary rate and full-time equivalent (FTE) of position to be funded with the STOP Grant contract.

Name/Position	Computation (annual salary rate and FTE of staff)	Cost
(Sample) Jane Doe, Court-Based Domestic Violence Advocate	(Sample) \$30,000 x .5 FTE	(Sample) \$15,000
TOTAL SALARIES GRANT FUNDED		

List activities associated with all positions above:

BENEFITS

Benefits should be based on actual known costs or an established formula. Benefits are for the personnel listed above for the percentage of time devoted to the project.

Benefit Description for Name/Position	Computation (salary charged to grant and established benefit rate or actual cost)	Cost
(Sample) Medical for Jane Doe	(Sample) \$15,000 x 25%	(Sample) \$3,750
TOTAL BENEFITS		

Clallam County

GOODS AND SERVICES: Goods and services must be related to the provision of STOP Grant activities and may include, but are not limited to, space costs, project supplies, postage, mileage, trainings, etc.

ITEM DESCRIPTION	COMPUTATION $Cost \times \% \text{ required}$	COST
(Sample) Facility rental for training	(Sample) 1 day/\$350	(Sample) \$350
Walk-through metal detector	\$5400 x 67%	3618
Hand wand metal detector	\$180 x 67%	124
Security reflective film	\$1601 x 67%	1073
Training - Coarke Cost	\$395	395
Travel, Lodging, meals	\$450	450
TOTAL GOODS AND SERVICES		5675

List activities associated with items above:

Purchase both metal detectors, purchase & have installed reflective film for windows. Send security officer to domestic violence training in Juv, Clallam County will match contribution by wages for security officer during training. We will match by 33% of the purchased materials.

