

## Request for Budget Amendment

Date: May 9, 2011

Amendment # BA-1111  
Department Use

Department: Sheriff's Office

Amount of Requested Budget Amendment \$18,525.00  
Whole dollars only

### Reason for budget amendment:

For purchasing of equipment for Meth Initiative support purposes only.

**Expenditures:** Indicate by budget codes in detail the type of expenses that will be associated with this budget amendment request: (salaries, benefits, supplies, capital outlay, etc)

001.30.12.05.53569 (Minor Misc Equip)	\$12,000.00
001.30.12.05.53115 (Oper Supplies)	500.00
001.30.12.05.54301 (Travel)	700.00
001.30.12.05.54906 (Registration)	300.00
001.30.12.05.51002 Overtime	3,576.15
001.30.12.05.52001 FICA	273.58
001.30.12.05.52002 L&I	57.40
001.30.12.05.52003 Retirement	187.04
001.30.12.05.52006 Unemployment	15.56
001.30.12.05.52004 Medical	512.94
001.30.12.05.59902 Indirect Costs	402.33

Total \$18525.00

**Revenue:** Indicate by budget codes in detail the type of revenue that will be funding the above budget amendment request: (grants, fees, etc)

001.30.12.05.333.16710 (WASPC Grant #11-007) amount of award \$18,525.00

Authorized Signature Clayton Myers

Approved by Board of County Commissioners: 

Date 6/7/2011

Date scheduled for amendment: \_\_\_\_\_  
(To be completed by Auditor)

**AGREEMENT BETWEEN KITTITAS COUNTY AND  
WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS**

WASHINGTON ASSOCIATION  
OF SHERIFFS & POLICE CHIEFS

WASHINGTON STATE  
METHAMPHETAMINE INITIATIVE  
FACE SHEET

1. Contractor's Name and Address:  
**Kittitas County Sheriff's Office**  
~~205 W. Main Avenue, Suite X~~  
Ellensburg WA 98926

2. Tax Identification No:  
91-6001349

3. Contract No:  
**WSMI 10104**

4. **Contact:** Clay Myers  
**Title:** Undersheriff  
**Telephone:** 509-962-7525

5. Contract Period  
**1/01/11 – 12/31/12**

6. Funding Authority  
**U.S. Department of Justice,  
Office of Community Oriented  
Policing Services  
Washington Association of  
Sheriffs & Police Chiefs**

7. Service Area:  
**Washington State**


8. CFDA No: **16.710**

Requests for reimbursement under this CONTRACT are subject to the following Budget:


A. Personnel:	18,525.00
B. Fringe Benefits:	
C. Travel:	
D. Equipment:	
E. Supplies:	
F. Consultants/Contracts:	
G. Other Expense:	
<b>Total:</b>	<b>\$18,525.00</b>

IN WITNESS WHEREOF, the WASPC and CONTRACTOR acknowledge and accept the terms of this CONTRACT and attachments hereto, and in witness whereof have executed this contract as of the date and year last written below. The rights and obligations of both parties to this CONTRACT are governed by the information on this CONTRACT Face Sheet and other documents incorporated herein by reference: Contract Specific Terms and Conditions, and Contract General Terms and Conditions.

FOR THE WASPC:

  
Donald G. Pierce, Executive Director  
WASPC  
Date: March 23, 2010

FOR THE CONTRACTOR:

  
Name: Gene Dana  
Title: Sheriff  
Date: 05/03/2011

# WASHINGTON STATE METHAMPHETAMINE INITIATIVE BUDGET CHANGE REQUEST FORM

All budget changes must be pre-approved. WASPC will notify you upon approval of requested changes.

Kittitas County Sheriff's Office

05/02/11

AGENCY NAME:  
Kim Dawson

DATE:  
509-962-7089

REQUEST SUBMITTED BY:

PHONE #:

## PROPOSED CHANGES:

CATEGORY	ORIGINAL BUDGETED AMOUNT	PROPOSED CHANGE	CATEGORY TOTAL
A. PERSONNEL	\$18,525.00	-\$14,949.00	\$3,576.00
B. FRINGE BENEFITS		1,449.00	1,449.00
C. TRAVEL		1,000.00	1,000.00
D. EQUIPMENT		12,000.00	12,000.00
E. SUPPLIES		500.00	500.00
F. CONSTRUCTION			
G. CONSULTANTS/ CONTRACTS			
H. OTHER EXPENSE			
TOTAL	\$18,525.00	-0-	\$18,525.00

BUDGET CHANGE JUSTIFICATION: (Attach additional sheets if necessary.)

Personnel - Proactive investigation targeting meth related narcotic sales.

Equipment - To purchase visual and electronic surveillance equipment.

Supplies - Crime scene and investigating supplies.

SHERIFF'S SIGNATURE:

DATE:

**WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS  
CONTRACT SPECIFIC TERMS AND CONDITIONS**

**WASHINGTON STATE METHAMPHETAMINE INITIATIVE**

This AGREEMENT is entered into by and between the WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS (hereinafter referred to as the WASPC), and the **KITTITAS COUNTY SHERIFFS OFFICE** (hereinafter referred to as the CONTRACTOR).

NOW, THEREFORE, in consideration of the covenants, performances, and promises contained herein, the parties hereto agree as follows:

FUNDING SOURCE

Funding for this CONTRACT is provided to the Washington Association of Sheriffs & Police Chiefs by the Pierce County Alliance and the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office). The total federal funds to be awarded to the CONTRACTOR shall not exceed the federal funds reflected on the CONTRACT Face Sheet.

SCOPE OF SERVICES

The CONTRACTOR shall use the federal funds awarded hereunder solely for salary and benefits, costs and contracted services, goods and services, and travel and other essential costs to support the purposes further defined by the STATEMENT OF WORK.

SCOPE OF WORK

The CONTRACTOR shall seek to implement the activities and to achieve the goals and objectives of the FY 2009 Washington State Methamphetamine Initiative, as set forth in the STATEMENT OF WORK, and the program SPECIAL CONDITIONS, that are incorporated into this agreement.

SCOPE OF WORK REVISIONS

The CONTRACTOR shall submit to the WASPC a written request to effect any significant change to the SCOPE OF WORK as expressed in the STATEMENT OF WORK. Such requests shall be accompanied by a revised STATEMENT OF WORK or other supporting documents, and shall be accepted by the WASPC before the activities supporting the revised SCOPE OF WORK qualify as part of the SCOPE OF SERVICES.

### BUDGET REVISIONS

The CONTRACTOR shall submit to the WASPC a written request to effect any change(s) in the project budget. Such changes shall be submitted on a "Budget Amendment Request Form." The WASPC may approve or deny the request at its sole discretion.

### PERFORMANCE STANDARDS

The CONTRACTOR shall perform the services as defined in the STATEMENT OF WORK incorporated herein; in accordance with the budget and estimated expenditure plan, as stated on the CONTRACT Face Sheet and in accordance with the FY 2009 Washington State Methamphetamine Initiative and the US Department of Justice, Office of Justice Programs, Office of the Comptroller Financial Guide, as well as other policies and procedures issued by the WASPC.

### PERIOD OF OBLIGATION

The CONTRACT period during which financial assistance may be provided is indicated on Line 5 of the CONTRACT Face Sheet. The effective date of this CONTRACT shall be the date the last party signs this CONTRACT.

### ALLOWABLE COSTS

Allowable costs shall include costs incurred by the CONTRACTOR from the first date of the CONTRACT period, until the CONTRACT is terminated or expires as provided herein, but in no event shall allowable costs exceed the maximum federal amount of the CONTRACT as provided on the CONTRACT Face Sheet. Costs allowable under this CONTRACT are based on a budget approved by the WASPC.

The WASPC shall pay to the CONTRACTOR all allowable costs incurred from the first date of the CONTRACT period until this CONTRACT is terminated or expires evidenced by proper expenditure reconciliation report, submitted to the WASPC on a timely basis, insofar as those allowable costs do not exceed the amount appropriated or otherwise available for such purposes as stated on the CONTRACT Face Sheet.

### NON-SUPPLANTING

The CONTRACTOR shall not use the federal funds specified by this CONTRACT to supplant local, state, or other federal funds. The CONTRACTOR shall be eligible for payment for services performed under this CONTRACT that are in addition to services performed by the CONTRACTOR prior to the receipt of federal grant funds provided through the WASPC for the activities of the Washington State Methamphetamine Initiative. The CONTRACTOR shall not use these federal funds to replace funding which would otherwise be made available to the CONTRACTOR had the federal funds provided by this CONTRACT not been provided.

## PROGRAM MANAGEMENT

The Program Manager shall be responsible for monitoring the performance of this CONTRACT, including approval and acceptance of reports provided by the CONTRACTOR. The Program Manager shall provide and facilitate assistance and guidance to the CONTRACTOR as necessary.

## PROGRAM ADMINISTRATION

The CONTRACTOR shall notify the WASPC of the local program administrator who shall be responsible for the performance of this CONTRACT. The CONTRACTOR shall provide the WASPC with the program administrator's name, address, telephone number(s), and any subsequent changes.

## REPORTING REQUIREMENTS

The CONTRACTOR shall submit required **quarterly** reports by the date using required forms according to procedures issued by the WASPC. Contractor will be asked to furnish information to the WASPC covering the funded program's operations in the county as a whole. The reports shall include, but are not limited to:

1. Number of narcotics cases opened.
2. Number of narcotics arrests (juvenile and adult).
3. Value of narcotics seized.

The reports and their due dates are as follows:

<b>REPORT</b>	<b>DATE DUE</b>
Quarterly Assessment Reports	The 15 <sup>th</sup> of the month following the three month period in which funded activities were performed.

The CONTRACTOR shall be obligated to submit required reports after the close of the CONTRACT period, during the transfer of obligations to another CONTRACT, or upon termination of the CONTRACT for any reason.

## PAYMENT PROVISIONS

The WASPC shall award federal funds to the CONTRACTOR in the amount provided on the CONTRACT Face Sheet. Upon receipt of a fully executed Agreement, the WASPC will allow reimbursement of allowable expenditures made by the CONTRACTOR. The CONTRACTOR is required to complete and submit to the WASPC a Reimbursement Request Form along with

documentation for the expenditures on the 15<sup>th</sup> of each month. Reimbursements will be made to the CONTRACTOR by the WASPC by mailed check.

#### EVALUATION AND MONITORING

The CONTRACTOR shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the WASPC that are pertinent to this CONTRACT. The WASPC, the State Auditor, a representative of the United States Department of Justice, or any of their representatives shall have full access to and the right to examine during normal business hours and as often as the WASPC, the State Auditor, or the Department of Justice may deem necessary, all of the CONTRACTOR'S records with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all CONTRACTS, invoices, materials, payroll, and records of matters covered by this CONTRACT. Such rights extend for three years from the date final reconciliation is made hereunder.

#### ACKNOWLEDGEMENT OF FEDERAL FUNDS

The CONTRACTOR and its SUBCONTRACTORS shall comply with the special conditions listed below:

1. The CONTRACTOR agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide Chapter 19.
2. The CONTRACTOR shall submit to the WASPC one copy of all reports and proposed publications resulting from this agreement thirty (30) days prior to public release. Any written, visual, or audio publications with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements:

This project was supported by Grant No. WSMI 10104 awarded by the U.S. Department of Justice Office of Community Oriented Policing Services (COPS Office). Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United States Department of Justice.

#### ENTIRE AGREEMENT

This CONTRACT contains the entire agreement of the parties and may not be modified or amended except as provided herein. The CONTRACTOR shall perform in accordance with the specific and general terms and conditions of this CONTRACT. No other understanding, oral or written, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind any of the parties hereto. The CONTRACTOR shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments.

## ORDER OF PRECEDENCE

In the event of any inconsistency in this CONTRACT, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal statutes and regulations
2. Applicable state statutes and regulations
3. CONTRACT Face Sheet
4. CONTRACT Specific Terms and Conditions
5. CONTRACT General Terms and Conditions

## STATEMENT OF WORK

During the appropriations cycle of fiscal year 2009, funding was earmarked for the implementation of community policing initiatives to combat the escalation of methamphetamine problems in the United States. The COPS Office was directed by the legislation to allocate funding to areas specified by congress as having the greatest need for assistance in eradicating this drug problem.

The COPS Office has facilitated the funding of a variety of enforcement and training programs to diverse areas of the country with the greatest need for assistance in eradicating this particular drug problem. The COPS Methamphetamine Initiative funds will be used to support a variety of enforcement, intervention, and prevention efforts designed to use community policing strategies to combat methamphetamine problems. This grant program provides federal funding for selected sites for one year.

- A-1 The CONTRACTOR shall work in accordance with the Washington State Methamphetamine Initiative goals.
- A-2 The CONTRACTOR is required to expend the grant amount within the allowable budget categories, during the grant expenditure period.
- A-3 Payments will be made on a reimbursement basis by mailed check.
- A-4 The CONTRACTOR will submit timely reimbursement requests and quarterly reports



### SPECIAL CONDITIONS

The CONTRACTOR agrees to comply with the following Special Conditions and to require any sub-recipient(s) to comply with the following special conditions.

1. To comply with the administrative requirements set forth in the current edition of the Office of Justice programs (OJP) Financial Guide.
2. To comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.

**Please refer to Exhibit A for additional Grant Terms and Special Conditions.**

U.S. Department of Justice  
Office of Community Oriented Policing Services  
Grant Terms and Conditions

1. The grantee agrees to comply with the terms and conditions in this 2009 COPS Methamphetamine Initiative Grant Owner's Manual and all appropriate federal procurement rules.
2. The funding under this project is for the payment of approved costs for activities related to the establishment and enhancement of a variety of problem-solving strategies to combat the use and distribution of methamphetamine and to address other methamphetamine problems in your jurisdiction. The allowable costs for which your grant has been approved are limited to those listed on the budget clearance memorandum, included in your award packet.
3. Methamphetamine Initiative grant funds must be used to supplement, and not supplant, state, local, or Bureau of Indian Affairs funds already committed for the grant purpose (hiring, purchases, and/or activities) that would exist in the absence of this grant. In other words, grantees may not use COPS funds to replace state, local, or Bureau of Indian Affairs funds that would have been dedicated to the COPS-funded item in the absence of the COPS grant.
4. Travel costs for transportation, lodging and subsistence, and related items are allowable under the Methamphetamine Initiative program with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. Part 225 (OMB circular A-87 Cost Principles for State, Local and Indian Tribal Governments), 2 C.F.R. Part 230 (OMB Circular A-122 Cost Principles for Non-Profit Organizations), as applicable.
5. The grantee acknowledges its agreement to comply with the Assurances and Certifications submitted with the Methamphetamine Initiative grant application.
6. The grantee acknowledges its agreement to comply with the Special Condition certification concerning potential environmental issues, which they have submitted to the COPS Office with their COPS Methamphetamine Initiative Grant Application. This certification mandates grantee compliance with federal, state, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and removal and disposal of chemicals, equipment, and wastes resulting from operations of these laboratories.
7. Grantees receiving funding under this grant program acknowledge that as the entity performing activities associated with the investigation and clean-up of clandestine methamphetamine laboratories that the grantee, not the COPS Office, is the generator of hazardous chemical waste for purposes of this project.
8. In order to assist the COPS Office in the monitoring of the award, your agency will be responsible for submitting periodic program progress reports and quarterly Financial Status Reports (FSRs).
9. The COPS Office may conduct or sponsor evaluations of the Methamphetamine Initiative program. The grantee agrees to cooperate with the evaluators to the extent practicable.
10. The grantee acknowledges that the Department of Justice performs various functions to ensure compliance with all grant requirements and to provide technical assistance to grantees. The grantee agrees to cooperate with any requests for grant-related documentation or other relevant information.
11. The grantee agrees to comply with the terms, conditions, and regulations as found in the Methamphetamine Initiative Grant Owner's Manual; the COPS statute (42 U.S.C. 3796dd); OMB Circulars A-87, A-21, A-122 or the Federal Acquisition Regulations, as applicable (governing cost principles); OMB Circulars A-102 (28 C.F.R. Part 66) or A-110 (28 C.F.R. Part 70), as applicable (Uniform Administrative Requirements for Grants and Cooperative Agreements); OMB Circular A-133 (governing audits), and with all applicable program requirements, laws, orders, regulations, or circulars.
12. Grantees that have 50 or more employees and grants over \$500,000 (or over \$1,000,000 in grants over an 18-month period) must submit an acceptable Equal Employment Opportunity Plan (EEOP) or EEOP short form, if required to submit an EEOP under 28 C.F.R. 42.302, that is approved by the Office of Justice Programs, Office of Civil Rights, within 60 days of the award start date.
13. You may request an extension of the grant award period to receive additional time to implement your grant program. These extensions do not provide additional funding. Only those grantees that can provide reasonable justification for delays will be granted no-cost extensions.
14. All grant modification requests must be approved, in writing, by the COPS Office prior to their implementation. The COPS Office will not approve any modification request that results in an increase of federal funds.
15. The grantee agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.
16. The grantee will complete and submit to the El Paso Intelligence Center (EPIC) a Form 143 for each clandestine methamphetamine laboratory that is seized and closed during the grant period.
17. Grantees using Methamphetamine Initiative funds to operate an interjurisdictional criminal intelligence system must comply with the operating principles of 28 C.F.R. Part 23. The grantee acknowledges that it has completed, signed, and submitted with its grant application the relevant Special Condition certifying its compliance with 28 C.F.R. Part 23.
18. The grantee agrees to submit one copy of all reports and proposed publications resulting from this grant 20 days prior to public release. Any publications (including written, software, visual, or sound, but excluding press releases, newsletters, and issue analyses), whether published at the grantee's or government's expense, shall contain the following statement: "This document was prepared by the (Legal Name) supported by (grant number), awarded by the U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this document are those of the author(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice.
19. The grantee acknowledges that false statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any other remedy available by law.

# Washington State Methamphetamine Initiative Reimbursement Request

Agency seeking reimbursement:

Billing for the Month of:

Description	Total Budget	Total Prior Billings	Current Billing	Total Billing YTD	Contract Balance
A. Personnel					
B. Fringe Benefits					
C. Travel					
D. Equipment					
E. Supplies					
F. Consultants/ Contracts					
G. Other Expense					
Totals					

I hereby certify that the items and totals listed herein are proper charges for materials, merchandise or services furnished under the contract with the Washington Association of Sheriffs & Police Chiefs, Pierce County Alliance, the Washington Methamphetamine Initiative and the COPS Office.

Signature

Date

Printed Name

Title

# Kittitas County Review Form Grants & Contract Agreement



Today's Date May 16, 2011	Agenda Date June 7, 2011
Fund/Department 30/Sheriff	

## Contract/Grant Information

Contract /Grant Agency: WASPC – WA ST Meth Initiative (#11-007)	
Period Begin Date: 01/01/2011	Period End: 12/31/2012
Total Grant/Contract Amount \$18,525.00	
Grant/Contract Number WSMI 10104	
Contract/Grant Summary: This WA State Meth Initiative allows for the purchasing and reimbursement of equipment, overtime, travel & registration for Meth Initiative support purposes only.	

## Financial Information

Total Amount \$ 18,525.00	State Funds \$	Federal Funds
Percentage County Funds	Matching Funds \$	CFDA#16.710
	In-Kind \$ <small>Explain</small>	
Is Equipment being purchased? yes	Who owns equipment? county	
New Personnel being hired? no	Contact HR hiring – reporting requirements	
Future impacts or liability to Kittitas County:		

## Budget Information

Budget Amendment Needed?	Yes <input checked="" type="checkbox"/> attach budget form	No <input type="checkbox"/> Why not
New Division Created? no		
Revenue Code 001.30.12.05.333.16710		

## Pass Through Information

Agency to Pass Through	
Amount to Pass Through	\$
Sub-Contract Approved	Date:

**Prosecutor Review**

Has the Prosecutor reviewed this agreement?

Yes ☒No ☐**County Departments Impacted**

<input type="checkbox"/>	Auditor	<input type="checkbox"/>	Facilities Maintenance
<input type="checkbox"/>	Information Services	<input type="checkbox"/>	Human Resource
<input type="checkbox"/>	Prosecutor	<input type="checkbox"/>	Treasurer

**Submitted**

Signature:



Date: 05/16/11

Department: Sheriff

**Assignment of Tracking Information**

Auditor's Office	
Human Resource	
Prosecutor's Office	 5/16/11
Who Signed the grant application	

Reviewer

Date