

Request for Budget Amendment

Date: 09/01/10

Amendment # _____
Department Use

Department: SHERIFF

Amount of Requested Budget Amendment \$18,000.00
Whole dollars only

Reason for budget amendment:

For the purchasing of equipment for Methamphetamine 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 Equipment)	\$ 5,000.00
001.30.12.05.56409 (Miscellaneous)	\$13,000.00
Total	\$18,000.00

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 #10-023) amount awarded \$18,000.00

Authorized Signature



Approved by Board of County Commissioners:

Date 10/05/10



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 West 5th Avenue, Suite 1
Ellensburg WA 98926 | 5. Contract Period
7/01/09 – 12/31/10 |
| 2. Tax Identification No: | 6. Funding Authority
U.S. Department of Justice,
Office of Community Oriented
Policing Services
Washington Association of
Sheriffs & Police Chiefs |
| 3. Contract No:
WSMI09104 | 7. Service Area:
Washington State |
| 4. Contact: <u>Clay Myers</u>
Title: <u>Undersheriff</u>
Telephone: <u>509-962-7525</u> | 8. CFDA No: 16.710 |

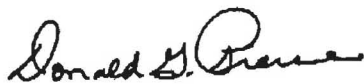
Requests for reimbursement under this CONTRACT are subject to the following Budget:

A. Personnel:	18,000.00
B. Fringe Benefits:	
C. Travel:	
D. Equipment:	
E. Supplies:	
F. Consultants/Contracts:	
G. Other Expense:	
Total:	\$18,000.00

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:

FOR THE CONTRACTOR:



Donald G. Pierce, Executive Director
WASPC

Date: March 8, 2010



Name: Gene Dana
Title: Sheriff, Kittitas County
Date: 8/24/2010

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

08/25/10

AGENCY NAME:

DATE:

Kim Dawson

509-962-7089

REQUEST SUBMITTED BY:

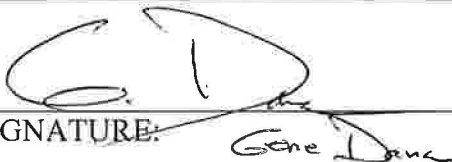
PHONE #:

PROPOSED CHANGES:

CATEGORY	ORIGINAL BUDGETED AMOUNT	PROPOSED CHANGE	CATEGORY TOTAL
A. PERSONNEL	\$18,000.00	-\$18,000.00	-0-
B. FRINGE BENEFITS			
C. TRAVEL			
D. EQUIPMENT		\$18,000.00	\$18,000.00
E. SUPPLIES			
F. CONSTRUCTION			
G. CONSULTANTS/ CONTRACTS			
H. OTHER EXPENSE			
TOTAL			\$18,000.00

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

To purchase visual and electronic surveillance equipment.


SHERIFF'S SIGNATURE: Gene Dawson

08/25/2010

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 Line 10 of 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, Attachment A; and the program SPECIAL CONDITIONS, Attachment B, which by reference 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 Line 10 of 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 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 law enforcement personnel trained and equipped to respond to meth labs within 24 hours.
2. Number of proactive investigations resulting in arrest.
3. Number of suspect data cards submitted to Washington State Intelligence Network.
4. Number, percent, and identity of law enforcement agencies in county with established protocols for handling drug endangered children.
5. Number of suspects arrested for VUCSA offenses involving methamphetamines.

The reports and their due dates are as follows:

REPORT

Quarterly Assessment Reports

DATE DUE

The 15th 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 Line 10 of 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 15th 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 09104 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. This CONTRACT consists of the following documents:

1. FFY2009 Contract Face Sheet
2. Contract Specific Terms and Conditions
3. Contract General Terms and Conditions

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.
3. To submit to the WASPC one copy of all reports and proposed publication 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 governments expense, shall contain the following statements:

This project was supported by Grant No. WSMI 09104 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.

4. The recipient shall submit semi-annual progress reports. Progress reports shall be submitted within 15 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. The specific elements to be collected in the reports and the format will be determined at a later date.
5. CONTRACTOR agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
6. CONTRACTOR agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. CONTRACTOR further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accordance with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
7. CONTRACTOR agrees that funds provided under this award may not be used to operate a "pay-to-stay" program in any local jail. CONTRACTOR further agrees not to sub award to local jails which operate "pay-to-stay" programs.