

SNOHOMISH COUNTY COUNCIL
SNOHOMISH COUNTY, WASHINGTON

ORDINANCE NO. 25-034

APPROVING INTERAGENCY AGREEMENT WITH WASHINGTON STATE
DEPARTMENT OF COMMERCE FOR COMMUNITY VIOLENCE INTERVENTION
AND PREVENTION INITIATIVE

WHEREAS, Snohomish County, acting through its Health Department, wishes to enter into an interagency agreement with Washington State Department of Commerce ("Commerce") through its Office of Firearm Safety and Violence Prevention – Community Safety Unit to implement a Community Violence Intervention and Prevention Initiative; and

WHEREAS, the Snohomish County Health Department, on behalf of Commerce, will assemble and lead a Community Safety Council (CSC) to steer local community violence reduction efforts; and

WHEREAS, the CSC will be responsible for co-leading a landscape analysis in partnership with technical experts subcontracted by Commerce and developing a community violence reduction plan that can be used to inform community violence reduction efforts; and

WHEREAS, the Snohomish County, on behalf of Commerce, will subcontract with entities that can implement some or all of the community violence reduction plan, and the CSC will monitor and support the successful implementation of the community violence reduction plan.

WHEREAS, the County Council held a public hearing on _____ to consider approval of the interagency agreement with Washington State Department of Commerce and to authorize the Snohomish County Executive, or designee, to enter into such agreement in substantially the form attached as Exhibit A;

NOW, THEREFORE, BE IT ORDAINED:

Section 1. The County Council hereby adopts the foregoing recitals as findings of fact and conclusions as if set forth in full herein.

Section 2. The County Council hereby approves and authorizes the County Executive, or designee, to execute the interagency agreement with the Washington State Department of Commerce in substantially the form attached as Exhibit A.

PASSED this _____ day of _____, 2025.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

Council Chair

ATTEST:

Deputy Clerk of the Council

() APPROVED
() EMERGENCY
() VETOED

DATE: _____

County Executive

ATTEST:

Approved as to form only:

Deputy Prosecuting Attorney



Federal Interagency Agreement with

Snohomish County

through

Office of Firearm Safety and Violence Prevention –

Community Safety Unit (OFSVP-CSU)

Contract Number:

F25-34559-006

For

Pursuant to NOFO F24-34559-001, Snohomish County will lead a Community Safety Council (CSC) to steer local community violence reduction efforts.

Dated: Saturday, February 1, 2025

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Face Sheet

Research & Development: ☐ Yes ☒ No

Contract Number: F25-34559-006

**Community Services Division – Office of Firearm Safety and Violence Prevention
Community Violence Intervention and Prevention Initiative**

☒ Subrecipient

☐ Contractor

1. Contractor Snohomish County 3000 Rockefeller Ave. M/S 606 Everett, WA 98201		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Pia Sampaga-Khim Assistant Director 425-339-5279 Pia.Sampaga-Khim@snoco.org		4. COMMERCE Representative Latojanae Hull CVIPI Program Manager (564) 233-5314 latojanae.hull@commerce.wa.gov	
5. Contract Amount \$99,798.49	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 02/01/25	8. End Date 09/30/26
9. Federal Funds (as applicable) \$99,798.49	Federal Agency: Department of Justice		ALN 16.045
		Indirect Rate 10%	
10. Tax ID # 91-6001368	11. SWV # 0002794-00	12. UBI # 313-014-461	13. UEI # LG8NG8JND83
14. Contract Purpose Pursuant to NOFO F24-34559-001, Snohomish County will lead a Community Safety Council (CSC) to steer local community violence reduction efforts.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Reporting, Attachment "D" Federal Eligibility Packet.			
FOR CONTRACTOR _____ Lacey Harper, Executive Director _____ Date		FOR COMMERCE _____ Cindy Guertin-Anderson, Assistant Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Grantee enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: October 1, 2023 – September 30, 2026

Federal Award Identification Number (FAIN): 15PBJA-23-GK-05212-CVIP

Federal Awarding Agency: Department of Justice, Office of Justice Programs, Bureau of Justice Assistance

Total amount of federal funds obligated to this Subrecipient for this program: \$99,798.49

Total amount of federal funds obligated to this Subrecipient for all programs: \$4,182,057.49

Awarding official: Joe Nguyen, Director (360) 725-4021

Unless otherwise specifically authorized herein, the budget period start and end dates shall be the same as the start and end dates on the Face Sheet.

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by Grant No. 15PBJA-23-GK-05212-CVIP awarded by 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 Department of Justice. Grant funds are administered by the Office of Firearm Safety and Violence Prevention, Washington State Department of Commerce.”

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed \$99,798.49 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the terms of the Scope of Work and Budget.

EXPENSES

Grantee shall receive reimbursement for travel and other expenses necessary and reasonable for the performance of work as authorized in advance by COMMERCE as reimbursable. Expenses must conform to limitations set forth in the terms of the Scope of Work and Budget and be consistent with written policies and procedures maintained by the Grantee. Travel activities not clearly outlined in the Scope of Work require written justification of business need and relevant supporting documentation for advance authorization by COMMERCE.

Allowability of travel and other expenses are subject to regulations under the Washington State Administrative and Accounting Manual (SAAM). Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates.

Description of the business purpose for travel and adequate documentation must be submitted by the Grantee as required by COMMERCE and applicable regulations such as the SAAM for reimbursement which includes but is not limited to the following:

- Completed Travel Expense log that is in a format that is to be provided by COMMERCE. The Travel Expense log will be used to describe and document, to COMMERCE'S satisfaction, the number of travelers, the duration of the travel, and the location the travel took place. Vouchers shall also include a copy of current per-diem rates for the travel location maintained by Washington state Office of Financial Management or United States General Services Administrative.
- Overnight travel must be approved in advance by COMMERCE. All receipts for lodging must be provided for overnight travel for reimbursement and is subject to applicable per diem rates at the time of travel. Expenses in excess of applicable rates are the sole responsibility of the Grantee. If government lodging rates in the business area are not available to the Grantee's travelers, the Grantee must notify COMMERCE in advance. COMMERCE maintains discretion to determine if any lodging exception processes may be reasonable, offered, and authorized.
- Documentation of the total miles driven at the current mileage reimbursement rate providing the start and end location of business trip. Typical commuting mileage and vicinity mileage at the travel location are not authorized and will not be reimbursed.
- All receipts for airfare. Airline tickets must be for seats that are in coach or economy class, any seat upgrade costs will not be reimbursed. COMMERCE shall only reimburse for one (1) checked bag with receipt.
- All receipts for ground transportation services such as rideshares, shuttles, and taxis. Customary tips may be included up to 15%.
- All receipts for economy rental cars must be provided by the rental company and include the dates of rental duration and mileage utilized on the rental car. Fuel purchased for rental car should also be provided which show the date, location and fuel purchased.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a de minimis indirect cost rate of up to 15% of Modified Total Direct Costs (MTDC) may be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System.

If required, the attachments to the invoice request in the Commerce Contracts Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number F25-34559-006. If expenses are invoiced, provide a detailed breakdown of each type. Except for approved indirect costs, if any, a receipt must accompany any single expense in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

8. AUDIT

If the Grantee expends \$1,000,000 or more in federal awards as a Subrecipient from any and all sources in a fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year in accordance with 2 CFR 200 Subpart F. In accordance with 2 CFR 200.501(h), for-profit Subrecipients expending \$1,000,000 or more in federal awards in a fiscal year are also required to procure and pay for a single audit or program-specific audit for that fiscal year.

Upon completion of each audit Grantee shall send all audit documentation to the [Federal Audit Clearinghouse](#).

If the Grantee expends **less** than \$1,000,000 in federal awards as a Subrecipient from any and all sources in a fiscal year the Grantee shall notify COMMERCE they did not meet the audit requirement threshold within 30 calendar days of the end of that fiscal year.

9. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

10. FEDERAL GRANT COMPLIANCE

Grantee shall comply with all state and federal requirements for use of funds in related to this Contract, including all of the federal requirements found in Attachment D, the Federal Eligibility

Packet. Any failure to comply with state or federal requirements may result in recapture of the grant funds per Section 29 (Recapture) of the General Terms and Conditions.

11. **DEBARMENT**

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. Grantee may contact COMMERCE for assistance in obtaining a copy of these regulations.

12. **INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

13. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations, including but not limited to 2 CFR 200 et. seq. and all federal grant requirements
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting
- Attachment D – Federal Eligibility Packet

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A.** "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B.** "COMMERCE" shall mean the Washington Department of Commerce.
- C.** "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Exhibits, documents, or materials incorporated by reference and may constitute a Subaward if so designated. Electronic transmission of a signed copy of a Contract shall be the same as delivery of an original.
- D.** "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents thereof.
- E.** "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F.** "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- G.** "State" shall mean the state of Washington.
- H.** "Subaward" shall mean an award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A Subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a Contract.
- I.** "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" mean subcontractor(s) in any tier.
- J.** "Subrecipient" or "Subgrantee" shall mean a non-Federal entity that receives a Subaward from a pass-through entity to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

- i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes,

and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials 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 Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

All Grantees must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all expenditures funded by this Grant.

The Grantee's procurement system should include at least the following:

- A.** A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of Grants using federal funds.
- B.** Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C.** Minimum procedural requirements, as follows:
 - i.** Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - ii.** Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - iii.** Positive efforts shall be made to use small and minority-owned businesses.

- iv. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - v. Grants shall be made only with reasonable subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
 - vii. Procurement records and files for purchases shall include all of the following:
 - 1) Grantee selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - viii. A system for Grant administration to ensure Grantee conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.
- D. Grantee and Subgrantee must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source Grant or a Grant where only one bid or proposal is received when value of this Grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed Grants and any related procurement documents and justification for non-competitive procurement, if applicable.

12. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

13. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

14. REDUCTION 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, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

15. **SEVERABILITY**

The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

16. **SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

17. **SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

18. **TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, COMMERCE has the right to suspend or terminate this Contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Contract may be terminated or suspended.

In the event of termination or suspension, the Contractor 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.

COMMERCE reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the Contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

19. **TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

20. TERMINATION PROCEDURES

Upon termination of this Contract, COMMERCE, in addition to any other rights provided in this Contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE 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 a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A.** Stop work under the 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 that is not terminated;
- C.** Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE 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 Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E.** Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Contract had been completed, would have been required to be furnished to COMMERCE;
- F.** Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G.** Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

21. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance

of this Contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A.** Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Contract.
- B.** The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

22. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Project Statement

GRANTEE will assemble and lead a Community Safety Council (CSC) to steer local community violence reduction efforts. The CSC will be responsible for co-leading a landscape analysis in partnership with technical experts subcontracted with COMMERCE and developing a community violence reduction plan. COMMERCE will review and approve the plan. Once approved, COMMERCE will amend contracts to provide additional funding to support violence reduction plans, and GRANTEE will administer sub-awards to local entities to implement them.

Project Goals & Actions

The goals of this project are the following:

- For GRANTEE to form a Community Safety Council (CSC), guided by a Council Charter, that can steer local community violence reduction efforts
- For all CSC members to benefit from training related to community violence reduction and regional collaboration
- For GRANTEE to receive technical assistance to support the success of the project
- For the CSC, with assistance from a technical expert subcontracted with Commerce, to conduct a landscape analysis that provides a detailed description and analysis of community violence in the CSC's jurisdiction and can be used to inform community violence reduction efforts
- For the CSC to develop a community violence reduction plan informed by the landscape analysis
- For GRANTEE to subcontract with entities that can implement some or all of the community violence reduction plan
- For the CSC to monitor and support the successful implementation of the community violence reduction plan

The required actions and deliverables (all items identified as deliverables must be submitted to COMMERCE) for this project are:

Action	Description	Deliverable(s)
Form a Community Safety Council (CSC)	<p>GRANTEE will form a Community Safety Council (CSC) comprising:</p> <ul style="list-style-type: none"> • One member from GRANTEE • Two members with lived experience of gun violence • Two members employed by local service providers • Two members employed by local government agencies • Two members employed by advocacy or philanthropic groups • Optionally, up to three additional members with relevant expertise <p>CSC composition may be modified with COMMERCE approval.</p>	<ul style="list-style-type: none"> • A CSC membership roster that includes name, title, contact information, and role (if applicable).
Create a Charter	GRANTEE will work with the CSC to produce a Charter that will govern the CSC's activities. The charter must include the following sections:	<ul style="list-style-type: none"> • CSC Charter

	<ul style="list-style-type: none"> • Purpose statement • Membership section that includes: <ul style="list-style-type: none"> ○ roles and responsibilities ○ process for admitting new members ○ process for removing existing members • Meeting schedule • Decision-making process • Conflict of Interest policy • Process for how the charter can be modified <p>The Charter may contain any additional sections that the CSC agrees will strengthen the document and support the success of the CSC.</p>	
Convene regular CSC Meetings	<p>GRANTEE will convene CSC meetings regularly as defined in the Charter. Meetings must contribute to completing the project goals. The initial focus is completing the landscape analysis and community violence reduction plan. Once the project is in Phase 3 (see Project Schedule for details), the CSC monitors implementation, analyzes emerging data and trends related to community violence, and, if able, enacts additional strategies that support community violence reduction.</p> <p>GRANTEE ensures that meeting minutes are recorded for all CSC meetings.</p> <p>Travel may be required to convene in-person CSC meetings or conduct community engagement activities. Such travel is allowable only if it directly supports activities described in this Scope of Work.</p>	<ul style="list-style-type: none"> • Meeting Minutes
Attend monthly trainings	<p>All CSC members must attend monthly, 120-minute training sessions organized by COMMERCE. All training will be held virtually over Zoom. During project kickoff, COMMERCE will work with GRANTEE to identify a regular monthly time that minimizes scheduling conflicts for CSC members. Training topics will be directly related to reducing community-based violence through regional collaboration. During training, attendees will also have the opportunity to learn about evidence-informed violence reduction models and meet violence reduction practitioners. All attendees will be required to take a post-test after each session for their attendance to count. GRANTEE is responsible for ensuring at least 75% attendance from their CSC at each training.</p>	<ul style="list-style-type: none"> • Post-tests
Technical Assistance	<p>GRANTEE is required to attend monthly check-ins with COMMERCE to share project status updates and receive technical assistance to support the project's success.</p>	<ul style="list-style-type: none"> • Attendance at monthly check-in meetings
Landscape Analysis	<p>The CSC is responsible for co-leading a landscape analysis alongside a technical expert contracted with COMMERCE.</p>	<ul style="list-style-type: none"> • A final landscape analysis report, authored by

	<p>The landscape analysis must include the following elements:</p> <ul style="list-style-type: none"> • A gun violence problem analysis (principally led by the COMMERCE's technical expert contractor, with input from the CSC) that details the who/where/why of gun violence in the CSC's jurisdiction • A community asset map (principally led by the CSC) of local organizations, resources, and community features that can be leveraged toward reducing violence • Qualitative analysis of community violence informed by focus groups and/or interviews with community residents and local experts <p>Travel may be required to conduct in-person data collection, such as focus groups, interviews, or site visits. Such travel is allowable only if it directly supports activities described in this Scope of Work.</p>	<p>GRANTEE with input from the CSC, that includes a gun violence problem analysis (provided by COMMERCE's contracted technical expert), community asset map, and initial recommendations for reducing violence</p>
Community Violence Reduction Plan	<p>The CSC will create a community violence reduction plan. The plan must:</p> <ul style="list-style-type: none"> • Be informed by the landscape analysis • Focus on community violence intervention and prevention • Identify high-risk people, places, and/or behaviors that will be the focus • Leverage evidence such as findings from research and evaluation, case studies, expert opinions, or documented lessons learned from the field • Promote safety, trust, empowerment, and healing <p>GRANTEE must submit the plan for review by COMMERCE and receive approval by COMMERCE before beginning GRANTEE's internal procurement process for selecting and executing subcontracts.</p> <p>The scope of the plan may exceed the financial resources available from COMMERCE for implementation. If the CSC intends to seek additional funding, the plan must clearly specify which elements will be implemented with COMMERCE's financial support and which elements are contingent on securing external funding.</p>	<ul style="list-style-type: none"> • Community Violence Reduction Plan
Subcontract with entity or entities that will implement the community violence reduction plan	<p>Following General Terms & Conditions herein, as well as GRANTEE's own procurement policies, GRANTEE will subcontract with one or more entities to execute some or all of the community violence reduction plan. GRANTEE must submit a procurement plan that details the steps they will take to identify and contract with subcontractor(s). Prior to executing subcontract(s), GRANTEE must submit a</p>	<ul style="list-style-type: none"> • Procurement Plan • Selection Memo

	selection memo that details the rationale for selecting the subcontractor(s) based on the elements of the community violence reduction plan for which they will be responsible.	
Subaward Administration	<p>GRANTEE, with support from the CSC, will establish monitoring practices to ensure adherence to the terms of the subcontract, scope of work completion and support subcontractor(s) to ensure successful implementation.</p> <p>During this phase, GRANTEE's monthly reports to COMMERCE will include key activities and outcomes of their subcontractor(s) in addition to overall project updates.</p> <p>Travel may be required to conduct on-site monitoring or provide direct support to subcontractors. Such travel is allowable only if it directly supports activities described in this Scope of Work.</p>	<ul style="list-style-type: none"> Monthly reports

Project Schedule

The project is organized into three phases, each with targeted completion dates that may be adjusted with approval from COMMERCE. If the GRANTEE cannot meet the targeted dates in Phase 2 or Phase 3, the GRANTEE must notify Commerce at least fourteen (14) days in advance with new targeted or goal completion dates. Any extensions that require the targeted dates to be extended ninety (90) days or more will require a contract amendment.

Phase	Description	Timeline
Phase 1: CSC Formation & Landscape Analysis	<p>The first phase includes forming the CSC, establishing a charter, beginning regular meetings, attending regular trainings, technical assistance meetings, and executing the landscape analysis. This phase begins at contract execution and lasts until the landscape analysis is complete.</p> <p>If the GRANTEE cannot meet the targeted completion date, the GRANTEE must request an extension no later than 5/30/2025. Extensions may be granted by COMMERCE if there are delays outside of GRANTEE's control.</p>	<p>CSC formation begins on the contract execution date.</p> <p>Target goal: Submit membership roster within 45 days of contract execution</p> <p>Target goal: Submit charter within 90 days of contract execution</p> <p>Targeted completion date: Submit landscape analysis by 6/30/25</p>
Phase 2: Community Violence Reduction Plan & Procurement	The second phase includes creating a community violence reduction plan and subcontracting with entities that	Targeted completion date: Submit community violence reduction plan by 7/31/25

	will execute some or all of the plan.	<p>Targeted completion date: Submit procurement plan by 7/31/25</p> <p>Targeted completion date: Submit selection memo by 9/30/25</p>
Phase 3: Subaward Administration & CSC Evolution	<p>In the final phase, GRANTEE administers subawards to entities engaged in executing some or all of the community violence reduction plan, supports subcontractor(s) to ensure project success, and provides regular updates, through monthly reports and during Technical Assistance meetings, to COMMERCE.</p> <p>GRANTEE leads the evolution of the CSC as its scope shifts from analysis and planning to sub award administration and monitoring.</p>	<p>Targeted completion date: Execute subcontract(s) by 10/15/25 with end dates no later than 9/30/26</p>

Attachment B: Budget

The Budget for the award period of 02/01/2025 through 09/30/2026 is \$99,798.49 over the period of performance. The Contractor may shift up to 10% of the total award between budget categories or functions without further approval provided that the shift will not cause a major change to the Scope of Work.

Item	Project Period through Sept 2026	(Column Not Used)	Total Project
PERSONNEL SERVICES			
Salaries (Full- & Part-Time)	\$ 28,316.00	\$ -	\$ 28,316.00
Personnel Benefits	\$ 10,760.08	\$ -	\$ 10,760.08
SUBTOTAL - PERSONNEL SERVICES	\$ 39,076.08	\$ -	\$ 39,076.08
GOODS & SERVICES			
Contracted Services	\$ 49,700.00	\$ -	\$ 49,700.00
Travel	\$ 2,818.00	\$ -	\$ 2,818.00
Training	\$ 1,650.00	\$ -	\$ 1,650.00
Equipment	\$ -	\$ -	\$ -
Other Misc. Expenses	\$ 2,000.00	\$ -	\$ 2,000.00
Office Supplies	\$ -	\$ -	\$ -
Operating Expenses	\$ -	\$ -	\$ -
SUBTOTAL - GOODS & SERVICES	\$ 56,168.00	\$ -	\$ 56,168.00
Indirect & Administration Costs	\$ 4,554.41	\$ -	\$ 4,554.41
TOTAL EXPENDITURES	\$ 99,798.49	\$ -	\$ 99,798.49

Contracted Services - Itemize below:	Project Period through Sept 2026
Sound Foundation	\$ 48,950.00
GLOBO Translation	\$ 750.00
Total	\$ 49,700.00

Other Misc. Expenses - Itemize below:	Project Period through Sept 2026
Printing Costs	\$ 2,000.00
Total	\$ 2,000.00

Attachment C: Reporting

GRANTEE is required to submit all deliverables detailed in Project Goals & Actions. Additionally, GRANTEE must submit a monthly report to COMMERCE that includes the following information:

- Actions taken during the month to advance the project
- Any notable successes or deliverables completed
- Any obstacles encountered along with plans for overcoming them
- Any additional support requested from COMMERCE (e.g. extensions, additional technical assistance)
- Beginning in Phase 3, the monthly report must include a section for reporting on subcontractor activities. The contents of this section are to be determined in collaboration between the GRANTEE and COMMERCE following the submission of the Selection Memo.

Monthly reports are due by the 20th of each month reflecting activities completed the previous calendar month.

Attachment D: Federal Eligibility Packet

(Completed Separately)