



Meeting Date:
 Agenda Item No:

Orr
Routed 1/21/11

Kitsap County Board of Commissioners

Office/Department: Office of Strategic Financial Planning
Staff Contact & Phone Number: R'Lene Orr, MS-7, 337-4410
Agenda Item Title: Washington State Patrol Interagency Agreement

Recommended Action: Move the Board execute and approve the Interagency Agreement between Kitsap County and Washington State Patrol for Forensic Science Improvement Grant Program

Summary: Kitsap County has entered into an Interagency Agreement with Washington State Patrol (WSP) for Forensic Science Improvement Grant Program. WSP will reimburse the County for installation of equipment which will improve the quality and timeliness of forensic science and medical examiner services in an amount not to exceed \$121,805. Contract term shall be October 1, 2010 through September 30, 2011.

Attachments:
 1. Contract Review Sheet
 2. Interagency Agreement

Fiscal Impact for this Specific Action

Expenditure required for this specific action:	\$0.00
Related Revenue for this specific action:	\$121,805 (WSP Reimbursement)
Cost Savings for this specific action:	\$0.00
Net Fiscal Impact:	\$0.00
Source of Funds:	WSP Funds

Fiscal Impact for Total Project

Project Costs:	\$121,805
Project Costs Savings:	\$0.00
Project Related Revenue:	\$121,805 (WSP Funds)
Project Net Total:	\$121,805

Fiscal Impact (DAS) Review

Departmental/Office Review & Coordination

Department/Office	Elected Official/Department Director
OSFP	Amber D'Amato
Coroners	Greg Sandstrom

Contract Information

Contract Number	Date Original Contract or Amendment Approved	Amount of Original Contract Amendment	Total Amount of Amended Contract



Kitsap County
CONTRACT REVIEW SHEET
(Chapter 3.56 KCC)

A. CONTRACT INFORMATION	
1. Contractor	Washington State Patrol
2. Purpose	Forensic Science Improvement Grant Program
3. Contract Amount	\$121,805 Disburse <input type="checkbox"/> Receive <input checked="" type="checkbox"/>
4. Contract Term	October 1, 2010 through September 30, 2011
5. Contract Administrator	R'Lene Orr, MS-7 Phone 360-337-4410
Approved:	Date _____
Department Director	
B. AUDITOR – ACCOUNTING INFORMATION	
1. Contract Control Number	KC-xxx-11 <u>KE-057-11</u>
2. Fund Name	Forensic Science Improvement Grant Program (WSP)
3. Payment from-Revenue to CC/Account Nbr	9171.3300
4. Encumbered By	Date _____
C. AUDITOR'S ACCOUNTING – GRANTS REVIEW <i>Signature required only if contract is grant funded</i>	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer _____	Date _____
2. Comments: _____	
D. ADMINISTRATIVE SERVICES DEPARTMENT – RISK MANAGER REVIEW	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer _____	Date _____
2. Comments: _____	
E. ADMINISTRATIVE SERVICES DEPARTMENT – BUDGET MANAGER REVIEW <i>Signature required only if contract is for \$50,000 or more, OR it will be signed by board of commissioners (regardless of dollar amount)</i>	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer _____	Date _____
2. Comments: _____	
F. PERSONNEL DEPARTMENT – PERSONNEL DIRECTOR REVIEW <i>Signature required only if union or employment contract</i>	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer _____	Date _____
2. Comments: _____	
G. PROSECUTING ATTORNEY	
1. <input type="checkbox"/> Approved as to Form <input type="checkbox"/> Not Approved as to Form	
Reviewer _____	Date _____
2. Comments: _____	
H. CERTIFICATION BY CONTRACT ADMINISTRATOR: THIS CONTRACT IS READY FOR CONSIDERATION BY THE AUTHORIZED CONTRACT SIGNER. (For contract signing authority, see KCC 3.56.075)	

Date Approved by Authorized Contract Signer: _____ Date _____
RETURN SIGNED ORIGINALS TO: Lee Reyes, MS-7, 337-4471

WASHINGTON STATE PATROL INTERAGENCY AGREEMENT Paul Coverdell Forensic Science Improvement Grants Program Fiscal Year 2010		WSP Contract No. C110526FED
		Other Contract No. KC-xxx-11
This Agreement is between the State of Washington, Washington State Patrol and the Public Agency identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.		
PUBLIC AGENCY NAME Kitsap County Coroner's Office		Public Agency Data Universal Numbering System (DUNS) unique identifier 071855191
Public Agency Location Address 614 Division Street, MS-17 Port Orchard WA 98366		Public Agency Mailing Address (if different from location address)
Public Agency Contact Name Mr. Greg Sandstrom, County Coroner		Public Agency Contact Telephone 360-337-7077
Public Agency Contact Fax		Public Agency Contact E-mail Address GSandstr@co.kitsap.wa.us
WSP Contact Information		
WSP Project Manager Name and Title Mr. Jim Luthy Forensic Scientist 3		WSP Project Manager Address WSP Latent Prints Laboratory PO Box 42608, Olympia WA 98504-2608
Telephone (360) 705-5994	Fax (360) 705-5795	E-mail Address jim.luthy@wsp.wa.gov
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address WSP Budget and Fiscal Services PO Box 42602, Olympia WA 98504-2602
Telephone (360) 596-4052	Fax (360) 596-4078	E-mail Address jeff.hugdahl@wsp.wa.gov
Federal Assistance Information		
Is the Public Agency a subrecipient of federal assistance for the purposes of this agreement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		CFDA Number(s) 16.742
Federal Grant Award Name Paul Coverdell Forensic Science Improvement Grants Program		Federal Grant Award Number 2010-CD-BX-0033
Is this agreement funded by a federal award for research and development? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Federal Award Year 2010
Agreement Start Date October 1, 2010	Agreement End Date September 30, 2011	Maximum Agreement Amount \$121,805
This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement.		
FOR THE WASHINGTON STATE PATROL:		FOR THE PUBLIC AGENCY:
WSP Signature _____ Date _____	Public Agency Signature _____ Date _____	
Printed Name and Title John R. Batiste, Chief		Printed Name and Title Charlotte Garrido, Chair

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 12/9/10

WSP INTERAGENCY AGREEMENT (Continued)

1. Definitions.

"Agreement" means this Interagency Agreement, including all documents attached or incorporated by reference.

"Equipment" means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals the lesser of (a) the capitalization level established by the governmental unit for financial statement purposes, or (b) \$5,000.

"NIJ" means the National Institute of Justice of the U.S. Department of Justice, the grantor of Paul Coverdell Forensic Science Improvement Grants Program funds.

"Public Agency" means the entity performing services to this Agreement and includes the Public Agency's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Public Agency shall not be considered an employee or agent of WSP.

"WSP" means the State of Washington, Washington State Patrol, and its officers, directors, trustees, employees and/or agents.

2. **Statement of Work.** The Public Agency shall perform the services as set forth in Exhibit A, Statement of Work, which is attached hereto and incorporated herein.
3. **Special Terms and Conditions.** In addition to the terms contained in this Agreement, the Public Agency shall comply with the terms and conditions contained in Exhibit B, Special Terms and Conditions, which is attached hereto and incorporated herein.
4. **Payment.** WSP shall pay the Public Agency an amount not to exceed the Maximum Agreement Amount specified on Page 1 of this Agreement, minus any matching requirements held by the Public Agency as specified in this Agreement.
5. **Billing Procedure.** WSP shall reimburse the Public Agency according to Exhibit A, Statement of Work, for work performed to the satisfaction of the WSP Project Manager. Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted not more often than monthly to the WSP Project Manager. The invoices shall describe and document to WSP's satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees and expenses. All invoices submitted for payment by the Public Agency shall reference WSP's agreement number. The Public Agency shall submit the final invoice not later than forty-five (45) calendar days from the Agreement End Date.
6. **Agreement Alterations and Amendments.** WSP and the Public Agency may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Public Agency.
7. **Assignment.** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.
8. **Certification regarding Debarment, Suspension or Ineligibility.** If federal funds are the basis for this Agreement, the Public Agency certifies that neither the Public Agency nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. If requested by WSP, the Public Agency shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Public Agency for this Agreement shall be incorporated into this Agreement by reference. Further, the Public Agency agrees not to enter into any arrangements or contracts related to this Agreement

WSP INTERAGENCY AGREEMENT (Continued)

with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at www.epls.gov.

9. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
10. **Disputes.** In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Public Agency shall appoint a member to the Dispute Board. The Chief of WSP and the Public Agency shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement.
11. **Federal Funding Accountability and Transparency Act.** In order to comply with the Federal Funding Accountability and Transparency Act, the Public Agency shall provide to WSP the following information:
 - a. The Public Agency's Data Universal Numbering System (DUNS) unique identifier;
 - b. The names and total compensation of the five most highly compensated officers of the Public Agency if the Public Agency in the preceding fiscal year received (i) 80 percent or more of its annual gross revenues in Federal awards; and (ii) \$25,000,000 or more in annual gross revenues from Federal awards; and (iii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986; and
 - c. Other relevant information specified by the U.S. Office of Management and Budget in subsequent guidance or regulation.
12. **Indemnification.** The Public Agency shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Public Agency and its subcontractors. WSP shall be responsible for and shall indemnify and hold the Public Agency harmless for all claims resulting from the acts or omissions of WSP and its subcontractors.
13. **Independent Capacity.** The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
14. **Inspection; Maintenance of Records.** During the term of this Agreement and for one year following termination or expiration of this Agreement, the Public Agency shall give reasonable access to the Public Agency's place of business and records to WSP and any other employee or agent of the State of Washington or the United States of America for the purpose of inspecting the Public Agency's place of business and its records, and monitoring, auditing and evaluating the Public Agency's performance and compliance with applicable laws, regulations, rules and this Agreement.

During the term of this Agreement and for six years following termination or expiration of this Agreement, the Public Agency shall maintain records sufficient to document (i) performance of all acts required by statute, regulation, rule, or this Agreement; (ii) substantiate the Public Agency's statement of its organization's structure, tax status, capabilities and performance; and (iii) demonstrate accounting procedures, practices and records which sufficiently and properly document the Public Agency's invoices to WSP and all expenditures made by the Public Agency to perform as required by this Agreement.

WSP INTERAGENCY AGREEMENT (Continued)

15. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to:

Applicable federal and state law, regulations and rules;
This Agreement;
Exhibit A, Statement of Work;
Exhibit B, Special Terms and Conditions
Any other provision of this Agreement; and
Any document incorporated by reference.
16. **Personnel.** WSP officers performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.
17. **Savings.** In the event that funds WSP relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, WSP may immediately terminate this Agreement by providing written notice to the Public Agency. This termination shall be effective on the date specified in the notice of termination.
18. **Severability.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
19. **Single Audit Act Compliance.** If the Public Agency is a subrecipient of a federal award as identified on Page 1 of this Agreement, the Public Agency shall comply with Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
20. **Subcontracting.** Except as otherwise provided in this Agreement, the Public Agency may subcontract for any of the services provided under this Agreement with the prior, written approval of WSP. The Public Agency shall be responsible for the acts and omissions of any subcontractor.
21. **Termination.** Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.
22. **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the party and attached to the original Agreement.

STATEMENT OF WORK

1. **Introduction.** The purpose of this Agreement is to provide Paul Coverdell Forensic Science Improvement Grants Program Fiscal Year 2010 funds to the Public Agency in order to help improve the quality and timeliness of forensic science and medical examiner services.
2. **Scope of Work.** The Public Agency shall install x-ray equipment in the Public Agency's facility in order to serve the citizens of Kitsap County more efficiently with death investigations.
3. **Project Budget.** WSP shall reimburse the Public Agency according to the following budget:

Goods and Services

Install state required materials to make room to code	\$33,205
Install a dedicated 208 Volt 100 Amp Single Phase circuit for x-ray machine	<u>\$8,900</u>
Subtotal - Goods and Services	\$42,105

Equipment

High Frequency Generator, 3 phase input	\$32,000
Clear Lead Acrylic X-Ray Barrier	\$2,800
Radiography Reader/Server/Cassettes/Plates (incl. install/training)	\$42,000
Shipping of items above	<u>\$2,900</u>
Subtotal – Equipment	<u>\$79,700</u>

Total Agreement Amount: \$121,805

Expenditures may only occur within the categories and sub-categories listed above. However, changes of up to 10% can be made without prior approval from WSP. Changes that exceed 10% will require the Public Agency to submit a budget change request to WSP for approval.

4. **Equipment Management.**
 - a. Title to Equipment. Upon successful completion of the terms of this Agreement, all equipment purchased by the Public Agency with Agreement funds will be owned by the Public Agency, or a recognized subrecipient for which a contract, subgrant agreement, or other means of legal transfer or ownership is in place.
 - b. Use of Equipment. The Public Agency, or a recognized subrecipient, shall be responsible for any and all operation, maintenance, replacement, and for the safe operation of the equipment, including all questions of liability.
 - c. Equipment Records. The Public Agency shall maintain Equipment records that include: a description of the Equipment; the manufacturer's serial number, model number, or other identification number; the source of the Equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the Equipment and the percentage of federal participation in the cost; the location, use and condition of the Equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the Equipment. Equipment records shall be retained by the Public Agency for a period of six (6) years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Public Agency until all litigations, claims, or audit findings involving the records have been resolved.
 - d. Inventories. The Public Agency shall take a physical inventory of the Equipment and reconcile the results with the property records at least once every two years. Any differences between

quantities determined by the physical inspection and those shown in the records shall be investigated by the Public Agency to determine the cause of the difference. The Public Agency shall, in connection with the inventory, verify the existence, current utilization, and continued need for the Equipment. The Public Agency shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated. The Public Agency will develop adequate maintenance procedures to keep the property in good condition.

- e. Disposition of Equipment. If the Public Agency is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as follows:
- Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the Public Agency with no further obligation to the awarding agency.
 - Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the Public Agency shall compensate the U.S. Department of Justice for its share.

4. **Progress Reports.**

- a. Semi-Annual Reports. The Public Agency shall submit to the WSP Project Manager semi-annual progress reports within 20 calendar days after the end of the reporting periods, which are June 30 and December 31, for the life of this Agreement.
- b. Final Report. The Public Agency shall submit a final report to the WSP Project Manager at the end of this Agreement documenting all relevant project activities during the entire period of support under this Agreement. This report will include a summary and assessment of the program carried out with this Agreement, which shall include a comparison of pre-grant and post-grant forensic science capabilities (and shall cite the specific improvements in quality and/or timeliness of forensic science or medical examiner services). The final report is due no later than 60 days following the close of the Agreement.
- c. Reporting Negligence and/or Misconduct. The Public Agency will refer allegations of serious negligence or misconduct substantially affecting the integrity of forensic results to government entities with an appropriate process in place to conduct independent external investigations.

The Public Agency shall submit the following information as part of its final report: (1) the number and nature of any allegations of serious negligence or misconduct substantially affecting the integrity of forensic results received during the period of the award; (2) information on the referrals of such allegations (e.g., the government entity or entities to which referred, the date of referral); (3) the outcome of such referrals (if known as of the date of the report); and (4) if any such allegations were not referred, the reason(s) for the non-referral. Should the project period for this Agreement be extended, the recipient shall submit the above information as to the first twelve months of the Agreement as part of the first semi-annual progress report that comes due after the conclusion of the first twelve months of the project period, and shall submit the required information as to subsequent twelve-month periods every twelve months thereafter (as part of a semi-annual progress report) until the close of the Agreement, at which point the Public Agency shall submit the required information as to any period not covered by prior reports as part of its final report.

SPECIAL TERMS AND CONDITIONS

1. **Financial Guide.** The Public Agency agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. **Equal Employment Opportunity Plan.** The Public Agency acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Public Agency is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights, U.S. Department of Justice, may result in suspension or termination of funding, until such time as the Public Agency is in compliance.
3. **Lobbying.** The Public Agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
4. **Federal False Claims Act.** The Public Agency must promptly notify WSP of any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for Agreement funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Agreement funds.
5. **Generally Accepted Laboratory Practices.** The Public Agency shall use generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies. The Public Agency shall ensure that requirements associated with 42 U.S.C. section 3797k(4) (which relate to processes in place to conduct independent external investigations into allegations of serious negligence or misconduct by employees or contractors) are satisfied with respect to any forensic laboratory system, medical examiner's office, coroner's office, law enforcement storage facility, or medical facility in the Public Agency that will receive a portion of federal funds through this Agreement.
6. **Performance Measures.** To ensure compliance with the Government Performance and Results Act (Pub. L. No. 103-62), program performance under the Paul Coverdell Forensic Science Improvement Grants Program for federal fiscal year 2010 is measured by the following: (1) percent reduction in the average number of days from the submission of a sample to a forensic science laboratory to the delivery of test results to a requesting office or agency (calculated by reporting the number of days to process a sample at the beginning of the grant period versus the number of days to process a sample at the end of the grant period); (2) percent reduction in the number of backlogged forensic cases (calculated by reporting the number of backlogged forensic cases at the beginning of the grant period versus the number of backlogged forensic cases at the end of grant period), if applicable to the award; and (3) the number of forensic science or medical examiner personnel who completed appropriate training or educational opportunities with fiscal year 2010 Coverdell funds, if applicable to the Agreement.
7. **Withholding Funds.** The Public Agency understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis.
8. **Publications.** The Public Agency agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement. To assist in information sharing, the Public Agency shall provide the WSP Project Manager with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this award. Submission of such materials prior to or simultaneous with their public release aids WSP and NIJ in responding to any inquiries that may

arise. Any publications (written, visual, or sound) - excluding press releases and newsletters - whether published at the Public Agency's or government's expense, shall contain the following statement: This project was supported by Award No. 2010-CD-BX-0033, awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice. NIJ defines publications as any planned, written, visual or sound material substantively based on the project, formally prepared by the Public Agency for dissemination to the public.

The Public Agency shall transmit to the WSP Project Manager copies of all official award-related press releases at least 7 (seven) working days prior to public release. Advance notice permits time for coordination of release of information by WSP and NIJ where appropriate and to respond to press or public inquiries.

The Public Agency acknowledges that the U.S. Department of Justice and WSP reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for federal or state purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Public Agency purchases ownership with federal support. The Public Agency acknowledges that the U.S. Department of Justice and WSP have the right to: (1) obtain, reproduce, publish, or otherwise use the data first produced under this Agreement; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for federal or state purposes.

9. **Consultant Rates.** Approval of this Agreement does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by WSP prior to obligation or expenditure of such funds.
10. **Environmental Laws and Regulations.** The Public Agency agrees to comply with all federal, state, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this Agreement. Based upon the information provided by WSP and the Public Agency in its application for these funds, NIJ has determined and WSP and the Public Agency understand that the proposed Agreement activities meet the definition of a categorical exclusion, as defined in the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61. A categorical exclusion is an action that because of the proposed activities' very limited and predictable potential environmental impacts, both on an individual and a cumulative basis, does not have a significant impact on the quality of the human environment. Consequently, no further environmental impact analysis is necessary under the requirements of the National Environmental Policy Act, 42 U.S.C. 4321, for these categorically excluded activities.

Throughout the term of this Agreement, the Public Agency agrees that for any activities that are the subject of this categorical exclusion, it will inform WSP of (1) any change(s) that it is considering making to the previously assessed activities that may be relevant to the environmental impacts of the activities; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The Public Agency will not implement a proposed change or new activity until NIJ, with the assistance of the Public Agency and WSP, has completed any applicable environmental impact review requirements necessitated by the proposed change or new activity (or changed circumstances) and NIJ has concurred in the proposed change or new activity. This approval will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

11. **Text Messaging While Driving.** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), NIJ encourages recipients and sub recipients of Agreement funds to adopt and enforce policies banning employees

from text messaging while driving any vehicle during the course of performing work funded by this Agreement, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

WASHINGTON STATE PATROL INTERAGENCY AGREEMENT Paul Coverdell Forensic Science Improvement Grants Program Fiscal Year 2010		WSP Contract No. C110526FED	
		Other Contract No. KC-xxx-11	
This Agreement is between the State of Washington, Washington State Patrol and the Public Agency identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.			
PUBLIC AGENCY NAME Kitsap County Coroner's Office		Public Agency Data Universal Numbering System (DUNS) unique identifier 071855191	
Public Agency Location Address 614 Division Street, MS-17 Port Orchard WA 98366		Public Agency Mailing Address (if different from location address)	
Public Agency Contact Name Mr. Greg Sandstrom, County Coroner		Public Agency Contact Telephone 360-337-7077	
Public Agency Contact Fax		Public Agency Contact E-mail Address GSandstr@co.kitsap.wa.us	
WSP Contact Information			
WSP Project Manager Name and Title Mr. Jim Luthy Forensic Scientist 3		WSP Project Manager Address WSP Latent Prints Laboratory PO Box 42608, Olympia WA 98504-2608	
Telephone (360) 705-5994	Fax (360) 705-5795	E-mail Address jim.luthy@wsp.wa.gov	
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address WSP Budget and Fiscal Services PO Box 42602, Olympia WA 98504-2602	
Telephone (360) 596-4052	Fax (360) 596-4078	E-mail Address jeff.hugdahl@wsp.wa.gov	
Federal Assistance Information			
Is the Public Agency a subrecipient of federal assistance for the purposes of this agreement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		CFDA Number(s) 16.742	
Federal Grant Award Name Paul Coverdell Forensic Science Improvement Grants Program		Federal Grant Award Number 2010-CD-BX-0033	
Is this agreement funded by a federal award for research and development? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Federal Award Year 2010	
Agreement Start Date October 1, 2010	Agreement End Date September 30, 2011	Maximum Agreement Amount \$121,805	
This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement.			
FOR THE WASHINGTON STATE PATROL:		FOR THE PUBLIC AGENCY:	
WSP Signature _____	Date _____	Public Agency Signature _____	Date _____
Printed Name and Title John R. Batiste, Chief		Printed Name and Title Charlotte Garrido, Chair	

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 12/9/10

WSP INTERAGENCY AGREEMENT (Continued)

1. Definitions.

“Agreement” means this Interagency Agreement, including all documents attached or incorporated by reference.

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“Public Agency” means the entity performing services to this Agreement and includes the Public Agency’s officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Public Agency shall not be considered an employee or agent of WSP.

“WSP” means the State of Washington, Washington State Patrol, and its officers, directors, trustees, employees and/or agents.

- 2. Statement of Work.** The Public Agency shall perform the services as set forth in Exhibit A, Statement of Work, which is attached hereto and incorporated herein.
- 3. Special Terms and Conditions.** In addition to the terms contained in this Agreement, the Public Agency shall comply with the terms and conditions contained in Exhibit B, Special Terms and Conditions, which is attached hereto and incorporated herein.
- 4. Payment.** WSP shall pay the Public Agency an amount not to exceed the Maximum Agreement Amount specified on Page 1 of this Agreement, minus any matching requirements held by the Public Agency as specified in this Agreement.
- 5. Billing Procedure.** WSP shall reimburse the Public Agency according to Exhibit A, Statement of Work, for work performed to the satisfaction of the WSP Project Manager. Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted not more often than monthly to the WSP Project Manager. The invoices shall describe and document to WSP’s satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees and expenses. All invoices submitted for payment by the Public Agency shall reference WSP’s agreement number. The Public Agency shall submit the final invoice not later than forty-five (45) calendar days from the Agreement End Date.
- 6. Agreement Alterations and Amendments.** WSP and the Public Agency may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Public Agency.
- 7. Assignment.** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.
- 8. Certification regarding Debarment, Suspension or Ineligibility.** If federal funds are the basis for this Agreement, the Public Agency certifies that neither the Public Agency nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. If requested by WSP, the Public Agency shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Public Agency for this Agreement shall be incorporated into this Agreement by reference. Further, the Public Agency agrees not to enter into any arrangements or contracts related to this Agreement

WSP INTERAGENCY AGREEMENT (Continued)

with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at www.epls.gov.

9. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
10. **Disputes.** In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Public Agency shall appoint a member to the Dispute Board. The Chief of WSP and the Public Agency shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement.
11. **Federal Funding Accountability and Transparency Act.** In order to comply with the Federal Funding Accountability and Transparency Act, the Public Agency shall provide to WSP the following information:
 - a. The Public Agency's Data Universal Numbering System (DUNS) unique identifier;
 - b. The names and total compensation of the five most highly compensated officers of the Public Agency if the Public Agency in the preceding fiscal year received (i) 80 percent or more of its annual gross revenues in Federal awards; and (ii) \$25,000,000 or more in annual gross revenues from Federal awards; and (iii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986; and
 - c. Other relevant information specified by the U.S. Office of Management and Budget in subsequent guidance or regulation.
12. **Indemnification.** The Public Agency shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Public Agency and its subcontractors. WSP shall be responsible for and shall indemnify and hold the Public Agency harmless for all claims resulting from the acts or omissions of WSP and its subcontractors.
13. **Independent Capacity.** The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
14. **Inspection; Maintenance of Records.** During the term of this Agreement and for one year following termination or expiration of this Agreement, the Public Agency shall give reasonable access to the Public Agency's place of business and records to WSP and any other employee or agent of the State of Washington or the United States of America for the purpose of inspecting the Public Agency's place of business and its records, and monitoring, auditing and evaluating the Public Agency's performance and compliance with applicable laws, regulations, rules and this Agreement.

During the term of this Agreement and for six years following termination or expiration of this Agreement, the Public Agency shall maintain records sufficient to document (i) performance of all acts required by statute, regulation, rule, or this Agreement; (ii) substantiate the Public Agency's statement of its organization's structure, tax status, capabilities and performance; and (iii) demonstrate accounting procedures, practices and records which sufficiently and properly document the Public Agency's invoices to WSP and all expenditures made by the Public Agency to perform as required by this Agreement.

WSP INTERAGENCY AGREEMENT (Continued)

15. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to:

Applicable federal and state law, regulations and rules;
This Agreement;
Exhibit A, Statement of Work;
Exhibit B, Special Terms and Conditions
Any other provision of this Agreement; and
Any document incorporated by reference.
16. **Personnel.** WSP officers performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.
17. **Savings.** In the event that funds WSP relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, WSP may immediately terminate this Agreement by providing written notice to the Public Agency. This termination shall be effective on the date specified in the notice of termination.
18. **Severability.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
19. **Single Audit Act Compliance.** If the Public Agency is a subrecipient of a federal award as identified on Page 1 of this Agreement, the Public Agency shall comply with Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
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21. **Termination.** Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.
22. **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the party and attached to the original Agreement.

STATEMENT OF WORK

1. **Introduction.** The purpose of this Agreement is to provide Paul Coverdell Forensic Science Improvement Grants Program Fiscal Year 2010 funds to the Public Agency in order to help improve the quality and timeliness of forensic science and medical examiner services.
2. **Scope of Work.** The Public Agency shall install x-ray equipment in the Public Agency's facility in order to serve the citizens of Kitsap County more efficiently with death investigations.
3. **Project Budget.** WSP shall reimburse the Public Agency according to the following budget:

Goods and Services

Install state required materials to make room to code	\$33,205
Install a dedicated 208 Volt 100 Amp Single Phase circuit for x-ray machine	<u>\$8,900</u>
Subtotal - Goods and Services	\$42,105

Equipment

High Frequency Generator, 3 phase input	\$32,000
Clear Lead Acrylic X-Ray Barrier	\$2,800
Radiography Reader/Server/Cassettes/Plates (incl. install/training)	\$42,000
Shipping of items above	<u>\$2,900</u>
Subtotal – Equipment	<u>\$79,700</u>

Total Agreement Amount: \$121,805

Expenditures may only occur within the categories and sub-categories listed above. However, changes of up to 10% can be made without prior approval from WSP. Changes that exceed 10% will require the Public Agency to submit a budget change request to WSP for approval.

4. **Equipment Management.**
 - a. Title to Equipment. Upon successful completion of the terms of this Agreement, all equipment purchased by the Public Agency with Agreement funds will be owned by the Public Agency, or a recognized subrecipient for which a contract, subgrant agreement, or other means of legal transfer or ownership is in place.
 - b. Use of Equipment. The Public Agency, or a recognized subrecipient, shall be responsible for any and all operation, maintenance, replacement, and for the safe operation of the equipment, including all questions of liability.
 - c. Equipment Records. The Public Agency shall maintain Equipment records that include: a description of the Equipment; the manufacturer's serial number, model number, or other identification number; the source of the Equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the Equipment and the percentage of federal participation in the cost; the location, use and condition of the Equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the Equipment. Equipment records shall be retained by the Public Agency for a period of six (6) years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Public Agency until all litigations, claims, or audit findings involving the records have been resolved.
 - d. Inventories. The Public Agency shall take a physical inventory of the Equipment and reconcile the results with the property records at least once every two years. Any differences between

quantities determined by the physical inspection and those shown in the records shall be investigated by the Public Agency to determine the cause of the difference. The Public Agency shall, in connection with the inventory, verify the existence, current utilization, and continued need for the Equipment. The Public Agency shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated. The Public Agency will develop adequate maintenance procedures to keep the property in good condition.

- e. Disposition of Equipment. If the Public Agency is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as follows:
- Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the Public Agency with no further obligation to the awarding agency.
 - Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the Public Agency shall compensate the U.S. Department of Justice for its share.

4. **Progress Reports.**

- a. Semi-Annual Reports. The Public Agency shall submit to the WSP Project Manager semi-annual progress reports within 20 calendar days after the end of the reporting periods, which are June 30 and December 31, for the life of this Agreement.
- b. Final Report. The Public Agency shall submit a final report to the WSP Project Manager at the end of this Agreement documenting all relevant project activities during the entire period of support under this Agreement. This report will include a summary and assessment of the program carried out with this Agreement, which shall include a comparison of pre-grant and post-grant forensic science capabilities (and shall cite the specific improvements in quality and/or timeliness of forensic science or medical examiner services). The final report is due no later than 60 days following the close of the Agreement.
- c. Reporting Negligence and/or Misconduct. The Public Agency will refer allegations of serious negligence or misconduct substantially affecting the integrity of forensic results to government entities with an appropriate process in place to conduct independent external investigations.

The Public Agency shall submit the following information as part of its final report: (1) the number and nature of any allegations of serious negligence or misconduct substantially affecting the integrity of forensic results received during the period of the award; (2) information on the referrals of such allegations (e.g., the government entity or entities to which referred, the date of referral); (3) the outcome of such referrals (if known as of the date of the report); and (4) if any such allegations were not referred, the reason(s) for the non-referral. Should the project period for this Agreement be extended, the recipient shall submit the above information as to the first twelve months of the Agreement as part of the first semi-annual progress report that comes due after the conclusion of the first twelve months of the project period, and shall submit the required information as to subsequent twelve-month periods every twelve months thereafter (as part of a semi-annual progress report) until the close of the Agreement, at which point the Public Agency shall submit the required information as to any period not covered by prior reports as part of its final report.

SPECIAL TERMS AND CONDITIONS

1. **Financial Guide.** The Public Agency agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. **Equal Employment Opportunity Plan.** The Public Agency acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Public Agency is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights, U.S. Department of Justice, may result in suspension or termination of funding, until such time as the Public Agency is in compliance.
3. **Lobbying.** The Public Agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
4. **Federal False Claims Act.** The Public Agency must promptly notify WSP of any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for Agreement funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Agreement funds.
5. **Generally Accepted Laboratory Practices.** The Public Agency shall use generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies. The Public Agency shall ensure that requirements associated with 42 U.S.C. section 3797k(4) (which relate to processes in place to conduct independent external investigations into allegations of serious negligence or misconduct by employees or contractors) are satisfied with respect to any forensic laboratory system, medical examiner's office, coroner's office, law enforcement storage facility, or medical facility in the Public Agency that will receive a portion of federal funds through this Agreement.
6. **Performance Measures.** To ensure compliance with the Government Performance and Results Act (Pub. L. No. 103-62), program performance under the Paul Coverdell Forensic Science Improvement Grants Program for federal fiscal year 2010 is measured by the following: (1) percent reduction in the average number of days from the submission of a sample to a forensic science laboratory to the delivery of test results to a requesting office or agency (calculated by reporting the number of days to process a sample at the beginning of the grant period versus the number of days to process a sample at the end of the grant period); (2) percent reduction in the number of backlogged forensic cases (calculated by reporting the number of backlogged forensic cases at the beginning of the grant period versus the number of backlogged forensic cases at the end of grant period), if applicable to the award; and (3) the number of forensic science or medical examiner personnel who completed appropriate training or educational opportunities with fiscal year 2010 Coverdell funds, if applicable to the Agreement.
7. **Withholding Funds.** The Public Agency understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis.
8. **Publications.** The Public Agency agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement. To assist in information sharing, the Public Agency shall provide the WSP Project Manager with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this award. Submission of such materials prior to or simultaneous with their public release aids WSP and NIJ in responding to any inquiries that may

arise. Any publications (written, visual, or sound) - excluding press releases and newsletters - whether published at the Public Agency's or government's expense, shall contain the following statement: This project was supported by Award No. 2010-CD-BX-0033, awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice. NIJ defines publications as any planned, written, visual or sound material substantively based on the project, formally prepared by the Public Agency for dissemination to the public.

The Public Agency shall transmit to the WSP Project Manager copies of all official award-related press releases at least 7 (seven) working days prior to public release. Advance notice permits time for coordination of release of information by WSP and NIJ where appropriate and to respond to press or public inquiries.

The Public Agency acknowledges that the U.S. Department of Justice and WSP reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for federal or state purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Public Agency purchases ownership with federal support. The Public Agency acknowledges that the U.S. Department of Justice and WSP have the right to: (1) obtain, reproduce, publish, or otherwise use the data first produced under this Agreement; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for federal or state purposes.

9. **Consultant Rates.** Approval of this Agreement does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by WSP prior to obligation or expenditure of such funds.
10. **Environmental Laws and Regulations.** The Public Agency agrees to comply with all federal, state, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this Agreement. Based upon the information provided by WSP and the Public Agency in its application for these funds, NIJ has determined and WSP and the Public Agency understand that the proposed Agreement activities meet the definition of a categorical exclusion, as defined in the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61. A categorical exclusion is an action that because of the proposed activities' very limited and predictable potential environmental impacts, both on an individual and a cumulative basis, does not have a significant impact on the quality of the human environment. Consequently, no further environmental impact analysis is necessary under the requirements of the National Environmental Policy Act, 42 U.S.C. 4321, for these categorically excluded activities.

Throughout the term of this Agreement, the Public Agency agrees that for any activities that are the subject of this categorical exclusion, it will inform WSP of (1) any change(s) that it is considering making to the previously assessed activities that may be relevant to the environmental impacts of the activities; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The Public Agency will not implement a proposed change or new activity until NIJ, with the assistance of the Public Agency and WSP, has completed any applicable environmental impact review requirements necessitated by the proposed change or new activity (or changed circumstances) and NIJ has concurred in the proposed change or new activity. This approval will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

11. **Text Messaging While Driving.** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), NIJ encourages recipients and sub recipients of Agreement funds to adopt and enforce policies banning employees

from text messaging while driving any vehicle during the course of performing work funded by this Agreement, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

WASHINGTON STATE PATROL INTERAGENCY AGREEMENT Paul Coverdell Forensic Science Improvement Grants Program Fiscal Year 2010		WSP Contract No. C110526FED
		Other Contract No. KC-xxx-11
This Agreement is between the State of Washington, Washington State Patrol and the Public Agency identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.		
PUBLIC AGENCY NAME Kitsap County Coroner's Office		Public Agency Data Universal Numbering System (DUNS) unique identifier 071855191
Public Agency Location Address 614 Division Street, MS-17 Port Orchard WA 98366		Public Agency Mailing Address (if different from location address)
Public Agency Contact Name Mr. Greg Sandstrom, County Coroner		Public Agency Contact Telephone 360-337-7077
Public Agency Contact Fax		Public Agency Contact E-mail Address GSandstr@co.kitsap.wa.us
WSP Contact Information		
WSP Project Manager Name and Title Mr. Jim Luthy Forensic Scientist 3		WSP Project Manager Address WSP Latent Prints Laboratory PO Box 42608, Olympia WA 98504-2608
Telephone (360) 705-5994	Fax (360) 705-5795	E-mail Address jim.luthy@wsp.wa.gov
WSP Administrative Contact Name and Title Mr. Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address WSP Budget and Fiscal Services PO Box 42602, Olympia WA 98504-2602
Telephone (360) 596-4052	Fax (360) 596-4078	E-mail Address jeff.hugdahl@wsp.wa.gov
Federal Assistance Information		
Is the Public Agency a subrecipient of federal assistance for the purposes of this agreement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		CFDA Number(s) 16.742
Federal Grant Award Name Paul Coverdell Forensic Science Improvement Grants Program		Federal Grant Award Number 2010-CD-BX-0033
Is this agreement funded by a federal award for research and development? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Federal Award Year 2010
Agreement Start Date October 1, 2010	Agreement End Date September 30, 2011	Maximum Agreement Amount \$121,805
This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement.		
FOR THE WASHINGTON STATE PATROL:		FOR THE PUBLIC AGENCY:
WSP Signature _____ Date _____	Public Agency Signature _____ Date _____	
Printed Name and Title John R. Batiste, Chief	Printed Name and Title Charlotte Garrido, Chair	

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 12/9/10

WSP INTERAGENCY AGREEMENT (Continued)

1. Definitions.

"Agreement" means this Interagency Agreement, including all documents attached or incorporated by reference.

"Equipment" means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals the lesser of (a) the capitalization level established by the governmental unit for financial statement purposes, or (b) \$5,000.

"NIJ" means the National Institute of Justice of the U.S. Department of Justice, the grantor of Paul Coverdell Forensic Science Improvement Grants Program funds.

"Public Agency" means the entity performing services to this Agreement and includes the Public Agency's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Public Agency shall not be considered an employee or agent of WSP.

"WSP" means the State of Washington, Washington State Patrol, and its officers, directors, trustees, employees and/or agents.

2. **Statement of Work.** The Public Agency shall perform the services as set forth in Exhibit A, Statement of Work, which is attached hereto and incorporated herein.
3. **Special Terms and Conditions.** In addition to the terms contained in this Agreement, the Public Agency shall comply with the terms and conditions contained in Exhibit B, Special Terms and Conditions, which is attached hereto and incorporated herein.
4. **Payment.** WSP shall pay the Public Agency an amount not to exceed the Maximum Agreement Amount specified on Page 1 of this Agreement, minus any matching requirements held by the Public Agency as specified in this Agreement.
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6. **Agreement Alterations and Amendments.** WSP and the Public Agency may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Public Agency.
7. **Assignment.** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.
8. **Certification regarding Debarment, Suspension or Ineligibility.** If federal funds are the basis for this Agreement, the Public Agency certifies that neither the Public Agency nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. If requested by WSP, the Public Agency shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Public Agency for this Agreement shall be incorporated into this Agreement by reference. Further, the Public Agency agrees not to enter into any arrangements or contracts related to this Agreement

WSP INTERAGENCY AGREEMENT (Continued)

with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at www.epls.gov.

9. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
10. **Disputes.** In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Public Agency shall appoint a member to the Dispute Board. The Chief of WSP and the Public Agency shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement.
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12. **Indemnification.** The Public Agency shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Public Agency and its subcontractors. WSP shall be responsible for and shall indemnify and hold the Public Agency harmless for all claims resulting from the acts or omissions of WSP and its subcontractors.
13. **Independent Capacity.** The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
14. **Inspection; Maintenance of Records.** During the term of this Agreement and for one year following termination or expiration of this Agreement, the Public Agency shall give reasonable access to the Public Agency's place of business and records to WSP and any other employee or agent of the State of Washington or the United States of America for the purpose of inspecting the Public Agency's place of business and its records, and monitoring, auditing and evaluating the Public Agency's performance and compliance with applicable laws, regulations, rules and this Agreement.

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WSP INTERAGENCY AGREEMENT (Continued)

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22. **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the party and attached to the original Agreement.

STATEMENT OF WORK

1. **Introduction.** The purpose of this Agreement is to provide Paul Coverdell Forensic Science Improvement Grants Program Fiscal Year 2010 funds to the Public Agency in order to help improve the quality and timeliness of forensic science and medical examiner services.
2. **Scope of Work.** The Public Agency shall install x-ray equipment in the Public Agency's facility in order to serve the citizens of Kitsap County more efficiently with death investigations.
3. **Project Budget.** WSP shall reimburse the Public Agency according to the following budget:

Goods and Services

Install state required materials to make room to code	\$33,205
Install a dedicated 208 Volt 100 Amp Single Phase circuit for x-ray machine	<u>\$8,900</u>
Subtotal - Goods and Services	\$42,105

Equipment

High Frequency Generator, 3 phase input	\$32,000
Clear Lead Acrylic X-Ray Barrier	\$2,800
Radiography Reader/Server/Cassettes/Plates (incl. install/training)	\$42,000
Shipping of items above	<u>\$2,900</u>
Subtotal – Equipment	<u>\$79,700</u>

Total Agreement Amount: \$121,805

Expenditures may only occur within the categories and sub-categories listed above. However, changes of up to 10% can be made without prior approval from WSP. Changes that exceed 10% will require the Public Agency to submit a budget change request to WSP for approval.

4. **Equipment Management.**
 - a. Title to Equipment. Upon successful completion of the terms of this Agreement, all equipment purchased by the Public Agency with Agreement funds will be owned by the Public Agency, or a recognized subrecipient for which a contract, subgrant agreement, or other means of legal transfer or ownership is in place.
 - b. Use of Equipment. The Public Agency, or a recognized subrecipient, shall be responsible for any and all operation, maintenance, replacement, and for the safe operation of the equipment, including all questions of liability.
 - c. Equipment Records. The Public Agency shall maintain Equipment records that include: a description of the Equipment; the manufacturer's serial number, model number, or other identification number; the source of the Equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the Equipment and the percentage of federal participation in the cost; the location, use and condition of the Equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the Equipment. Equipment records shall be retained by the Public Agency for a period of six (6) years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Public Agency until all litigations, claims, or audit findings involving the records have been resolved.
 - d. Inventories. The Public Agency shall take a physical inventory of the Equipment and reconcile the results with the property records at least once every two years. Any differences between

quantities determined by the physical inspection and those shown in the records shall be investigated by the Public Agency to determine the cause of the difference. The Public Agency shall, in connection with the inventory, verify the existence, current utilization, and continued need for the Equipment. The Public Agency shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated. The Public Agency will develop adequate maintenance procedures to keep the property in good condition.

- e. Disposition of Equipment. If the Public Agency is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as follows:
- Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the Public Agency with no further obligation to the awarding agency.
 - Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the Public Agency shall compensate the U.S. Department of Justice for its share.

4. **Progress Reports.**

- a. Semi-Annual Reports. The Public Agency shall submit to the WSP Project Manager semi-annual progress reports within 20 calendar days after the end of the reporting periods, which are June 30 and December 31, for the life of this Agreement.
- b. Final Report. The Public Agency shall submit a final report to the WSP Project Manager at the end of this Agreement documenting all relevant project activities during the entire period of support under this Agreement. This report will include a summary and assessment of the program carried out with this Agreement, which shall include a comparison of pre-grant and post-grant forensic science capabilities (and shall cite the specific improvements in quality and/or timeliness of forensic science or medical examiner services). The final report is due no later than 60 days following the close of the Agreement.
- c. Reporting Negligence and/or Misconduct. The Public Agency will refer allegations of serious negligence or misconduct substantially affecting the integrity of forensic results to government entities with an appropriate process in place to conduct independent external investigations.

The Public Agency shall submit the following information as part of its final report: (1) the number and nature of any allegations of serious negligence or misconduct substantially affecting the integrity of forensic results received during the period of the award; (2) information on the referrals of such allegations (e.g., the government entity or entities to which referred, the date of referral); (3) the outcome of such referrals (if known as of the date of the report); and (4) if any such allegations were not referred, the reason(s) for the non-referral. Should the project period for this Agreement be extended, the recipient shall submit the above information as to the first twelve months of the Agreement as part of the first semi-annual progress report that comes due after the conclusion of the first twelve months of the project period, and shall submit the required information as to subsequent twelve-month periods every twelve months thereafter (as part of a semi-annual progress report) until the close of the Agreement, at which point the Public Agency shall submit the required information as to any period not covered by prior reports as part of its final report.

SPECIAL TERMS AND CONDITIONS

1. **Financial Guide.** The Public Agency agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. **Equal Employment Opportunity Plan.** The Public Agency acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Public Agency is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights, U.S. Department of Justice, may result in suspension or termination of funding, until such time as the Public Agency is in compliance.
3. **Lobbying.** The Public Agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
4. **Federal False Claims Act.** The Public Agency must promptly notify WSP of any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for Agreement funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Agreement funds.
5. **Generally Accepted Laboratory Practices.** The Public Agency shall use generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies. The Public Agency shall ensure that requirements associated with 42 U.S.C. section 3797k(4) (which relate to processes in place to conduct independent external investigations into allegations of serious negligence or misconduct by employees or contractors) are satisfied with respect to any forensic laboratory system, medical examiner's office, coroner's office, law enforcement storage facility, or medical facility in the Public Agency that will receive a portion of federal funds through this Agreement.
6. **Performance Measures.** To ensure compliance with the Government Performance and Results Act (Pub. L. No. 103-62), program performance under the Paul Coverdell Forensic Science Improvement Grants Program for federal fiscal year 2010 is measured by the following: (1) percent reduction in the average number of days from the submission of a sample to a forensic science laboratory to the delivery of test results to a requesting office or agency (calculated by reporting the number of days to process a sample at the beginning of the grant period versus the number of days to process a sample at the end of the grant period); (2) percent reduction in the number of backlogged forensic cases (calculated by reporting the number of backlogged forensic cases at the beginning of the grant period versus the number of backlogged forensic cases at the end of grant period), if applicable to the award; and (3) the number of forensic science or medical examiner personnel who completed appropriate training or educational opportunities with fiscal year 2010 Coverdell funds, if applicable to the Agreement.
7. **Withholding Funds.** The Public Agency understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis.
8. **Publications.** The Public Agency agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement. To assist in information sharing, the Public Agency shall provide the WSP Project Manager with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this award. Submission of such materials prior to or simultaneous with their public release aids WSP and NIJ in responding to any inquiries that may

arise. Any publications (written, visual, or sound) - excluding press releases and newsletters - whether published at the Public Agency's or government's expense, shall contain the following statement: This project was supported by Award No. 2010-CD-BX-0033, awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice. NIJ defines publications as any planned, written, visual or sound material substantively based on the project, formally prepared by the Public Agency for dissemination to the public.

The Public Agency shall transmit to the WSP Project Manager copies of all official award-related press releases at least 7 (seven) working days prior to public release. Advance notice permits time for coordination of release of information by WSP and NIJ where appropriate and to respond to press or public inquiries.

The Public Agency acknowledges that the U.S. Department of Justice and WSP reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for federal or state purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Public Agency purchases ownership with federal support. The Public Agency acknowledges that the U.S. Department of Justice and WSP have the right to: (1) obtain, reproduce, publish, or otherwise use the data first produced under this Agreement; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for federal or state purposes.

9. **Consultant Rates.** Approval of this Agreement does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by WSP prior to obligation or expenditure of such funds.
10. **Environmental Laws and Regulations.** The Public Agency agrees to comply with all federal, state, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this Agreement. Based upon the information provided by WSP and the Public Agency in its application for these funds, NIJ has determined and WSP and the Public Agency understand that the proposed Agreement activities meet the definition of a categorical exclusion, as defined in the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61. A categorical exclusion is an action that because of the proposed activities' very limited and predictable potential environmental impacts, both on an individual and a cumulative basis, does not have a significant impact on the quality of the human environment. Consequently, no further environmental impact analysis is necessary under the requirements of the National Environmental Policy Act, 42 U.S.C. 4321, for these categorically excluded activities.

Throughout the term of this Agreement, the Public Agency agrees that for any activities that are the subject of this categorical exclusion, it will inform WSP of (1) any change(s) that it is considering making to the previously assessed activities that may be relevant to the environmental impacts of the activities; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The Public Agency will not implement a proposed change or new activity until NIJ, with the assistance of the Public Agency and WSP, has completed any applicable environmental impact review requirements necessitated by the proposed change or new activity (or changed circumstances) and NIJ has concurred in the proposed change or new activity. This approval will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

11. **Text Messaging While Driving.** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), NIJ encourages recipients and sub recipients of Agreement funds to adopt and enforce policies banning employees

from text messaging while driving any vehicle during the course of performing work funded by this Agreement, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.