

AGENDA REQUEST FORM

Return completed form and complete agenda item to the Clerk of the Board
Yakima County Commissioners' Office, Room 232

Prepared by:

Deborah Clausing, Operations Manager

Department: Prosecuting Attorney's Office

Requested Agenda Date: 01/20/2026

Presenting: _____

Document Title:

Violence Against Women STOP Grant Award - Contract #F25-31103-018

Action Requested: *Check Applicable Box*

PASS RESOLUTION EXECUTE or AMEND **AGREEMENT CONTRACT or GRANT**
 ISSUE PROCLAMATION PASS ORDINANCE OTHER _____

Describe Fiscal Impact:

Revenue: Violence Against Women STOP Grant - \$31,563

Background Information:

Continued aggressive prosecution of intimate partner domestic violence and dating violence, sexual assault, or stalking cases where the victim is age 11 or older.

Summary & Recommendation:

Approve

Motion:

Department Head/ Elected Official


Signature

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial



Late Agenda Requests Require BOCC Chairman Signature:



Federal Interagency Agreement with

Yakima County Prosecuting Attorney's Office

through

Office of Crime Victims Advocacy
Community Services Division

Contract Number:
F25-31103-018

For:

FFY 2025 Violence Against Women STOP Grant Program

Dated: 01/01/2026



Table of Contents

TABLE OF CONTENTS.....	2
FACE SHEET.....	4
SPECIAL TERMS AND CONDITIONS.....	5
1. AUTHORITY.....	5
2. ACKNOWLEDGEMENT OF FEDERAL FUNDING.....	5
3. ACTIVITIES THAT COMPROMISE VICTIM SAFETY AND RECOVERY OR UNDERMINE OFFENDER ACCOUNTABILITY.....	5
4. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 C.F.R. PART 35	6
5. APPLICABILITY OF PART 200 UNIFORM REQUIREMENTS AND DOJ GRANTS FINANCIAL GUIDE.....	6
6. AUDIT	6
7. BILLING PROCEDURES AND PAYMENT.....	6
8. COMPENSATION.....	7
9. COMPLIANCE WITH 41 U.S.C. 4712 (INCLUDING PROHIBITIONS ON REPRISAL; NOTICE TO EMPLOYEES).....	8
10. COMPLIANCE WITH APPLICABLE RULES REGARDING APPROVAL, PLANNING, AND REPORTING OF CONFERENCES, MEETINGS, TRAININGS, AND OTHER EVENTS.....	8
11. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION – 28 C.F.R. PART 38.....	9
12. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION – 28 C.F.R. PART 42.....	9
13. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION – 28 C.F.R. PART 54.....	9
14. COMPLIANCE WITH GENERAL APPROPRIATIONS-LAW RESTRICTIONS ON THE USE OF FEDERAL FUNDS FOR THIS FISCAL YEAR.....	9
15. COMPLIANCE WITH STATUTORY AND REGULATORY REQUIREMENTS.....	10
16. COMPUTER NETWORK REQUIREMENT	10
17. CONFIDENTIALITY AND INFORMATION SHARING.....	10
18. CONTRACT MANAGEMENT	10
19. CONTRACT MODIFICATION	10
20. COPYRIGHTED WORKS.....	10
21. DEBARMENT	11
22. DETERMINATIONS OF SUITABILITY TO INTERACT WITH PARTICIPATING MINORS	12
23. FRAUD AND OTHER LOSS REPORTING	12
24. INDIRECT COSTS	12
25. INSURANCE	12
26. LIMITATION ON USE OF FUNDS FOR ACTIVITIES ADDRESSING HUMAN TRAFFICKING	12
27. LIMITATION ON USE OF FUNDS FOR ACTIVITIES ADDRESSING MISSING OR MURDERED INDIGENOUS PERSONS (MMIP)	12
28. NON-SUPPLANTION	12
29. NOTIFICATION OF FINDINGS OF DISCRIMINATION OR NONCOMPLIANCE	12
30. ONGOING COMPLIANCE WITH STATUTORY CERTIFICATIONS	13
31. POLICY FOR RESPONSE TO WORKPLACE-RELATED INCIDENTS OF SEXUAL MISCONDUCT, DOMESTIC VIOLENCE, AND DATING VIOLENCE	13
32. POLITICAL ACTIVITIES	13
33. REPORTING	13



34. REPORTING POTENTIAL FRAUD, WASTE, AND ABUSE, AND SIMILAR MISCONDUCT	14
35. REQUIREMENT TO REPORT ACTUAL OR IMMINENT BREACH OF PERSONALLY IDENTIFIABLE INFORMATION (PII)	14
36. REQUIREMENTS PERTAINING TO PROHIBITED CONDUCT RELATED TO TRAFFICKING IN PERSONS (INCLUDING REPORTING REQUIREMENTS AND OVW AUTHORITY TO TERMINATE AWARD)	14
37. RESTRICTIONS AND CERTIFICATIONS REGARDING NON-DISCLOSURE AGREEMENTS AND RELATED MATTERS	14
38. RESTRICTIONS ON "LOBBYING" AND POLICY DEVELOPMENT	15
39. SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS	16
40. SUBCONTRACTOR DATA COLLECTION	16
41. VAWA 2013 NONDISCRIMINATION CONDITION	16
42. ORDER OF PRECEDENCE	16
GENERAL TERMS AND CONDITIONS	17
1. DEFINITIONS	17
2. ALL WRITINGS CONTAINED HEREIN	18
3. AMENDMENTS	18
4. ASSIGNMENT	18
5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION	18
6. COPYRIGHT	18
7. DISPUTES	19
8. GOVERNING LAW AND VENUE	19
9. INDEMNIFICATION	19
10. LICENSING, ACCREDITATION AND REGISTRATION	19
11. RECAPTURE	19
12. RECORDS MAINTENANCE	19
13. SAVINGS	20
14. SEVERABILITY	20
15. SUBCONTRACTING/SUBGRANTING	20
16. SURVIVAL	20
17. TERMINATION FOR CAUSE	20
18. TERMINATION FOR CONVENIENCE	21
19. TERMINATION PROCEDURES	21
20. TREATMENT OF ASSETS	22
21. WAIVER	22
ATTACHMENT A: AWARD ACCEPTANCE	23
ATTACHMENT B: SCOPE OF WORK	24
ATTACHMENT C: BUDGET	26
ATTACHMENT D: FEDERAL FUNDS CHECKLIST	27



Face Sheet

Contract Number: F25-31103-018

 Subrecipient Contractor
Research & Development: Yes No

**Washington State Department of Commerce
Community Services and Housing Division
Office of Crime Victims Advocacy
FFY 2025 Violence Against Women STOP Grant Program**

1. Contractor YAKIMA COUNTY DBA PROSECUTING ATTORNEY YAKIMA, WA 98901		2. Contractor Doing Business As (as applicable) Yakima County Prosecuting Attorney's Office	
3. Contractor Representative Aaron Buchanan Victim Witness Sr. Manager aaron.buchanan@co.yakima.wa.us (509) 574-1224		4. COMMERCE Representative Ashley Storey Program Manager (360) 725-2881 ashley-nicole.storey@commerce.wa.gov	
5. Contract Amount \$31,563.00	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 01/01/2026	8. End Date 12/31/2026
9. Federal Funds (as applicable) \$31,563.00		Federal Agency: Department of Justice, Office on Violence Against Women ALN 16.588	
10. SWV # SWV0000492-06	11. UBI # 397016924	12. UEI # P1SDBNX9U258	13. Indirect Rate N/A
14. Award Method Competitive: No Direct: Authorized by Funding Source		NOFO/RFX# FFY 2025 Violence Against Women STOP Grant Program	
15. Contract Purpose STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women.			
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" – Award Acceptance; Attachment "B" – Scope of Work; Attachment "C" – Budget; Attachment "D" – Federal Funds Checklist, and the Contractor's Application for Funding.			
FOR CONTRACTOR <u>JOSEPH A. Brusil</u> <i>County Prosecutor</i> Deborah Clausing <i>Operations Manager</i> Name, Title Signature: <u>Deborah Clausing</u> <i>Signature</i> CB384AB Date: 1/5/2026 8:18 AM PST		FOR COMMERCE DocuSigned by: <u>Cindy Guenther-Anderson</u> Cindy Guenther-Anderson, Assistant Director Date: 1/5/2026 8:42 AM PST APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	



Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor 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: 09/13/2023

Federal Award Identification Number (FAIN): 15JOVW-23-GG-00608-STOP

Federal Awarding Agency: Department of Justice, Office on Violence Against Women

Total amount of this federal award: \$3,784,202.00

Total amount of this federal award obligated in this contract: \$0.00

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

Federal Award Date: 09/13/2024

Federal Award Identification Number (FAIN): 15JOVW-24-GG-00552-STOP

Federal Awarding Agency: Office on Violence Against Women

Total amount of this federal award: \$3,725,610.00

Total amount of this federal award obligated in this contract: \$31,563.00

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

Federal Award Date: 08/18/2025

Federal Award Identification Number (FAIN): 15JOVW-25-GG-00064-STOP

Federal Awarding Agency: Office on Violence Against Women

Total amount of this federal award: \$3,844,412.00

Total amount of this federal award obligated in this contract: \$0.00

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 Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor 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 Subgrant No. F25-31103-018 awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice. Contract funds are administered by the Office of Crime Victims Advocacy, Community Services Division, Washington State Department of Commerce."

In the event a correction is required to the Acknowledgement of Federal Funding, an administrative change will be processed. A change to the Acknowledgement of Federal Funding will not affect your budget or scope of work and notice will be provided.

3. ACTIVITIES THAT COMPROMISE VICTIM SAFETY AND RECOVERY OR UNDERMINE OFFENDER ACCOUNTABILITY

The Contractor and any subrecipient (subgrantee) at any tier, agrees that Contract funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude eligible victims from receiving services based on the classifications identified in 34 U.S.C. §12291(b)(13)(A) or their actual or perceived mental health condition, physical health condition, criminal record, immigration status, employment history or status, income or lack of income, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services;



procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the application information, program notice of funding opportunity or companion guide under which the application was submitted.

4. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 C.F.R. PART 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

5. APPLICABILITY OF PART 200 UNIFORM REQUIREMENTS AND DOJ GRANTS FINANCIAL GUIDE

The Contractor agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The Contractor also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

6. AUDIT

If the Contractor expends \$1,000,000 or more in federal awards as a Subrecipient from any and all sources in a fiscal year, the Contractor 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 Contractor shall send all audit documentation to the Federal Audit Clearinghouse.

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

7. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of deliverables or services provided and receipt of properly completed invoices, which shall be submitted to COMMERCE via the Contracts Management System (CMS).

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and any expenses to be reimbursed. The invoice shall include Contract Number F25-31103-018.

If applicable, Contractor must also include attachments that describe and document, to COMMERCE's satisfaction, a detailed description of the work performed, progress of the project, and/or receipts or other proof of payment. Except for approved indirect costs, if any, or as otherwise authorized by COMMERCE in writing, a receipt must accompany every expense in the amount of \$50.00 or more to receive reimbursement. COMMERCE may request additional documentation at any time.



Any expense reimbursed under this Contract which is later determined to be unallowable must be repaid according to the terms COMMERCE provides.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be made electronically utilizing Contractor's Statewide Vendor (SWV) number.

COMMERCE may, in its sole discretion, terminate this Contract or withhold payments 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. No payments in advance of or in anticipation of any expense reimbursable under this Contract shall be made by COMMERCE.

If subgranting and/or subcontracting is authorized by COMMERCE, all Subgrantee/Subcontractor payments are reimbursable expenses within the meaning of this Agreement. Contractor must have, and may be required to demonstrate, the means to pay each and every Subgrantee/Subcontractor. Failure to pay Subgrantees/Subcontractors as agreed may result in suspension or termination of this Contract.

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 subgrantees.

Unless otherwise authorized by COMMERCE in writing, reimbursable payroll costs shall not include employee overtime nor bonus pay.

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. COMPENSATION

COMMERCE shall pay an amount not to exceed \$31,563.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation shall be based on the terms of the Scope of Work and Budget.

Expenses

Contractor shall receive reimbursement for approved expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$31,563.00, which amount is included in the Contract total above.



If travel is required to complete the scope of work and approved in advance in writing, reimbursable travel expenses may include airfare (economy or coach class only), other transportation, lodging, and food necessary during periods of required travel. Contractor shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations, available here: <https://ofm.wa.gov/accounting/travel/>.

The Contractor acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day (excluding travel and subsistence costs) without prior written approval. To exceed this specified maximum rate, Contractors must submit to OCVA a detailed justification and have such justification approved by OCVA, prior to obligation or expenditure of such funds. Issuance of this Contract or approval of the budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, Contractors are required to maintain documentation to support all daily or hourly consultant rates.

Match

Contractor shall provide a non-federal match. The total match to be provided shall be at least the amount indicated in Attachment C – Budget. All funds designated as match are restricted to the same uses as STOP Formula Grant Program funds. Match funds may be expended in a greater proportion to Grant funds, however, all match funds must be expended prior to the close of this Grant. An expended amount of match funds provided must be identified on the invoice voucher form provided by COMMERCE.

Line-Item Adjustment

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Contractor and OCVA, including approval from the Contractor's signature authority and the relevant OCVA Section Manager.

9. COMPLIANCE WITH 41 U.S.C. 4712 (INCLUDING PROHIBITIONS ON REPRISAL; NOTICE TO EMPLOYEES)

The Contractor (and any subgrantee at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Contractor also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Contractor is to contact COMMERCE for guidance.

10. COMPLIANCE WITH APPLICABLE RULES REGARDING APPROVAL, PLANNING, AND REPORTING OF CONFERENCES, MEETINGS, TRAININGS, AND OTHER EVENTS.

The Contractor, and any subrecipient (subgrantee) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

OVW Training Guiding Principles



The Contractor understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/sites/default/files/ovw/legacy/2012/06/28/ovw-training-guiding-principles-granteessubgrantees.pdf>.

11. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION – 28 C.F.R. PART 38

The Contractor, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that a faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in federal law. Part 38 further states that an organization may not use direct federal financial assistance from the Department of Justice to support or engage in explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements.

An organization receiving federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that relate to engaging in or conducting explicitly religious activities.

Contractors and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/sites/q/files/xyckuh241/files/media/document/Written_Note_of_Beneficiary_Protections.pdf.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements.

For more information on the requirements referenced in this condition, see <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

12. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION – 28 C.F.R. PART 42

The Contractor, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42.

13. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION – 28 C.F.R. PART 54

The Contractor, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

14. COMPLIANCE WITH GENERAL APPROPRIATIONS-LAW RESTRICTIONS ON THE USE OF FEDERAL FUNDS FOR THIS FISCAL YEAR

The Contractor, and any subrecipient (subgrantee) at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a Contractor (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the Contractor is to contact COMMERCE for guidance, and may not proceed without the express prior written approval of COMMERCE.



15. COMPLIANCE WITH STATUTORY AND REGULATORY REQUIREMENTS

The Contractor agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

16. COMPUTER NETWORK REQUIREMENT

Contractors may not use any award funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities or victim assistance-related activity.

17. CONFIDENTIALITY AND INFORMATION SHARING

The Contractor agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The Contractor also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The Contractor also agrees to ensure that all subrecipients (subgrantees) at any tier meet these requirements.

18. 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.

19. CONTRACT MODIFICATION

Notwithstanding any provision of this Contract to the contrary, at any time during the Contract period, COMMERCE may, by written notification to the Contractor and without notice to any known guarantor or surety, make changes within the general scope of the program activities to be performed under this Contract. All other modifications shall not be valid unless made in writing and signed by the parties. Any oral understandings and agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

Notwithstanding any provision of this Contract to the contrary, at any time during the Contract period, COMMERCE may analyze Contract expenditures as a proportion of the Contract budget. If COMMERCE determines, in its sole discretion, that the Contract funding is underutilized, COMMERCE, in its sole discretion, may unilaterally modify the Contract to reduce the balance of the Contract budget. Funds de-obligated by COMMERCE as a result of a budget reduction may be made available to other Contractors for the provision of eligible program activities.

20. COPYRIGHTED WORKS

Pursuant to 2 C.F.R. 200.315(b), the Contractor may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or



in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient (subgrantee) of this award, for federal purposes, and to authorize others to do so.

In addition, the Contractor (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the COMMERCE representative assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the Contractor (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

21. **DEBARMENT**

- A.** Contractor, 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 Contract, 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 Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B.** Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C.** The Contractor agrees by signing this Contract 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 Contractor further agrees by signing this Contract 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 Contractor certifies, by signing this Contract 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 Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- 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. Contractor may contact COMMERCE for assistance in obtaining a copy of these regulations.

22. DETERMINATIONS OF SUITABILITY TO INTERACT WITH PARTICIPATING MINORS

The Contractor, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors") and are incorporated by reference here.

23. 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.

24. 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.

25. 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.

26. LIMITATION ON USE OF FUNDS FOR ACTIVITIES ADDRESSING HUMAN TRAFFICKING

The Contractor agrees that Contract funds will not be used for activities addressing human trafficking unrelated to domestic violence, dating violence, sexual assault, or stalking.

27. LIMITATION ON USE OF FUNDS FOR ACTIVITIES ADDRESSING MISSING OR MURDERED INDIGENOUS PERSONS (MMIP)

The Contractor agrees that Contract funds will not be used for activities addressing MMIP unrelated to domestic violence, dating violence, sexual assault, or stalking.

28. NON-SUPPLANTION

The Contractor agrees that Contract funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this Contract.

29. NOTIFICATION OF FINDINGS OF DISCRIMINATION OR NONCOMPLIANCE

In the event a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, age, or disability against the Contractor, any subgrantee at any tier, or a program partner or participant receiving Contract funds, the Contractor will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and COMMERCE.

The Contractor, and any subgrantee at any tier, shall include a statement clearly stating whether or not the finding is related to any Contract activity supported with a Grant in which U.S. Department of



Justice funds are involved, and identify all open grants and contracts utilizing U.S. Department of Justice funding by grant or contract number and program title.

30. ONGOING COMPLIANCE WITH STATUTORY CERTIFICATIONS

The Contractor agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the Contractor's funds for noncompliance with any of the requirements of 34 U.S.C. § 10449(e) (regarding judicial notification), 34 U.S.C. § 10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims), and 34 U.S.C. 10454 (regarding victim-centered prosecution), and 34 U.S.C. 10446(d)(6) (regarding award conditions). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

31. POLICY FOR RESPONSE TO WORKPLACE-RELATED INCIDENTS OF SEXUAL MISCONDUCT, DOMESTIC VIOLENCE, AND DATING VIOLENCE

The Contractor, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

32. POLITICAL ACTIVITIES

Political activity of Contractor's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 U.S.C. 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

33. REPORTING

Contractors must collect and maintain data that measure the performance and effectiveness of work done under this Contract.

If providing direct services or outreach, the Contractor shall submit data quarterly in the InfoNet data collection system, relative to the provision of FFY 2025 Violence Against Women STOP Grant Program services. Report data will be due in InfoNet no later than the fifteenth day following the end of each quarter.

The Contractor shall submit non-personally identifying demographic, service and compliance data required by state funding sources in the InfoNet data collection system. The Contractor shall maintain documentation and records that support the data reported in InfoNet.

The Contractor shall establish and maintain written procedures for the security of InfoNet use at its site. Procedures shall include:

- Only authorized staff are provided access to the InfoNet data and files;
- Staff are informed of the need for security and confidentiality of data and files maintained in or available through the InfoNet system; and
- That the Contractor shall notify the Department Program Coordinator for this Contract when an employee is no longer authorized to access the InfoNet system.

Alternative reporting methods are subject to the approval of the Representative for Commerce.

The Contractor shall submit an annual progress report electronically on a form or in the system provided by COMMERCE for the services or program activities funded through this Contract. The report shall be inclusive of the work performed by any subgrantees. The report is due to COMMERCE



January 31, 2027 (for the performance period January 1, 2026 – December 31, 2026). The Contractor and any subgrantees shall maintain documentation and records that support the progress report.

Coordinated Community Response: The Contractor shall submit quarterly progress reports electronically on a form or in the system provided by COMMERCE on the Coordinated Community Response Activity indicated in the approved Contract application.

34. REPORTING POTENTIAL FRAUD, WASTE, AND ABUSE, AND SIMILAR MISCONDUCT

The Contractor and any subrecipients (subgrantees) must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates 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.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

35. REQUIREMENT TO REPORT ACTUAL OR IMMINENT BREACH OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

The Contractor (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The Contractor's breach procedures must include a requirement to report actual or imminent breach of PII to COMMERCE no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

36. REQUIREMENTS PERTAINING TO PROHIBITED CONDUCT RELATED TO TRAFFICKING IN PERSONS (INCLUDING REPORTING REQUIREMENTS AND OVW AUTHORITY TO TERMINATE AWARD)

The Contractor, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Contractors, subrecipients (subgrantees), or individuals defined (for purposes of this condition) as "employees" of the Contractor or of any subrecipient.

The details of the Contractor's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by Grantees and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

37. RESTRICTIONS AND CERTIFICATIONS REGARDING NON-DISCLOSURE AGREEMENTS AND RELATED MATTERS

No Contractor or subrecipient (subgrantee) under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in Page: 9 of 20 accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information).



Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- A. In accepting this award, the Contractor –**
 - i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- B. If the Contractor does or is authorized under this award to make subawards (subgrants), procurement contracts, or both –**
 - i. it represents that—
 - a. it has determined that no other entity that the Contractor's application proposes may or will receive award funds (whether through a subaward (subgrant), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

38. RESTRICTIONS ON "LOBBYING" AND POLICY DEVELOPMENT

In general, as a matter of federal law, federal funds may not be used by the Contractor, or any subrecipient (subgrantee) at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. The Contractor, or any subrecipient (subgrantee) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program. Another federal law generally prohibits federal funds awarded by OVW from being used by the Contractor, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any question arise as to whether a particular use of federal funds by a Contractor (or subrecipient) would or might fall within the scope of these



prohibitions, the Contractor is to contact COMMERCE for guidance, and may not proceed without the express prior written approval of COMMERCE.

39. SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

To ensure compliance with Title VI and the Safe Streets Act, Contractors are required to make reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at: www.lep.gov.

40. 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.

41. VAWA 2013 NONDISCRIMINATION CONDITION

The Contractor agrees to comply with 34 U.S.C. 12291(b)(13) in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of a program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

42. 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
- Special Terms and Conditions
- Attachment A – Award Acceptance
- Attachment B – Scope of Work
- Attachment C – Budget
- Attachment D – Federal Funds Checklist
- General Terms and Conditions
- FFY 2025 Violence Against Women STOP Grant Program Application for Funding as submitted and approved by COMMERCE



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 \$50,000 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 \$50,000.
- 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 twenty-four hours 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. 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.

12. 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.

13. SAVINGS

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 (10) calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. 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.

15. SUBCONTRACTING/SUBGRANTING

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

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

Every subcontract/subaward shall bind the Subcontractor/Subgrantee to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor/Subgrantee fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor/Subgrantee to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract/subaward 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/subaward shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor/Subgrantee's performance of the subcontract/subaward.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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: Award Acceptance

By signing the certification below, I--

- A. Declare to the U.S. Department of Justice (DOJ), and Department of Commerce (COMMERCE) under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ and COMMERCE, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance:
 - i. I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and
 - ii. I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ and COMMERCE, under penalty of perjury, on behalf of myself and the applicant:
 - i. I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ and COMMERCE will rely upon this declaration and certification as a material representation; and
 - ii. I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Yakima County Prosecuting Attorney's Office

Agency Name

Deborah Clausing

Joseph A Breusic

County Prosecutor
Operations Manager

Name of Authorized Official

Title of Authorized Official

Deborah Clausing

Joseph A Breusic

1/5/2026 | 8:18 AM PST

Signature of Authorized Official

01-07-2025

Date



Attachment B: Scope of Work

Yakima County Prosecuting Attorney's Office shall provide staff and furnish goods and services necessary to accomplish the activities under the STOP Violence Against Women Formula Grant Program during the Contract period.

This Contract is not a Benefit or Entitlement to the Contractor. It is not to be used to acquire property or services for the state government's direct benefit. The principle purpose of this Contract is to provide funding for Yakima County Prosecuting Attorney's Office to accomplish a public purpose.

Funding from this Contract must be used to support the Contractor's STOP Violence Against Women Formula Grant Program. Contractor must ensure that activities funded under this Contract program are available to adult or youth victims (ages 11 or older) of intimate partner domestic violence, sexual assault, stalking or dating violence during Contractor's regular business hours and shall include, but not be limited to:

- ensuring funding supports prosecuting cases involving youth and adult victims of intimate partner domestic violence, sexual assault, dating violence and stalking;
- reviewing, charging, appearing in court on cases, meeting with victims and witnesses, plea recommendations and negotiations;
- active collaboration with victim services and law enforcement to ensure a supportive and strong coordinated response for victims of intimate partner domestic violence; sexual assault, dating violence, and/or stalking; and
- ensuring that goods and services, supplies or administrative costs supported by this grant program are related to issues involving adult or youth victims (ages 11 and older) of intimate partner domestic violence, sexual assault, dating violence or stalking.

Services provided must be consistent with current state and federal laws and mandates.

Coordinated Community Response Team

The Contractor, and any Subgrantees, if applicable, will meet at least quarterly with the other recipients of STOP Formula Grant Program funding in their county to collaborate on the Community Activities indicated in their approved grant applications to increase the safety of victims of domestic violence, sexual assault, dating violence and/or stalking and to hold offenders accountable. OCVA Program Staff may attend and/or conduct periodic checks for compliance with the quarterly meetings. Noncompliance may result in suspension of payments to Contractor under this Contract.

The Contractor, and any Subgrantees, if applicable, will submit quarterly progress reports on the Coordinated Community Response Activity from their approved grant application as indicated in Section 33 – Reporting. Noncompliance may result in suspension of payments to Contractor under this Contract.

Victim Safety and Recovery

The Contractor and Subgrantees, if applicable, agrees that Contract funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as:

- A.** Procedures or policies that exclude eligible victims from receiving services based on the classifications identified in 34 U.S.C. 12291(b)(13)(A) or their actual or perceived mental health condition, physical health condition, criminal record, immigration status, employment history or status, income or lack of income, or the age and/or sex of their children.
- B.** Procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services;



- C. Procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.).
- D. Procedures or policies that fail to ensure service providers conduct safety planning with victims;
- E. Project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing;
- F. Or any other activities outlined in the application information, program notice of funding opportunity or companion guide under which the application was submitted.

The Office on Violence Against Women (OVW) does not fund activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

Deliverables

The Contractor shall be responsible for the following deliverables:

- A. Participation in community collaboration meetings at least quarterly – As detailed above
- B. Reports – As described in the Special Terms and Conditions
- C. Vouchers – Must be submitted at least quarterly

Performance Measures

Provision of the deliverables listed above will be measured using the following performance measures:

- A. Participation in at least 75% of the quarterly community collaboration meetings
- B. 100% of required reports will be submitted on time
- C. 90% of vouchers will be completed on time



Attachment C: Budget

Salaries	\$22,668.00
Benefits	\$8,895.00
Grant Total	\$31,563.00
Match Total	\$10,521.00
Project Total	\$42,084.00

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Contractor and OCVA, including approval from the Contractor's signature authority and the relevant OCVA Section Manager.

The cost of allowable equipment purchased with these funds must be prorated to Contract activity usage. Equipment authorized to be purchased with Contract funds must be documented in an inventory system indicating, at a minimum, date of purchase, quantity, and distribution. **Equipment must also be purchased within the first quarter of the Contract.**

Printing of Materials: OCVA must forward requests to print brochures, billboards, and other publications developed with Contract funds to the Office on Violence Against Women not less than twenty (20) days prior to public release of the materials. **If approved, the printing must be completed within the first three (3) months of the Contract.**

Food and Beverage Costs: The Contractor agrees Contract funds will not be used to purchase food and/or beverages for any meeting, conference, training, or other event, with the exception of support groups or otherwise within the context of victim services where it is necessary and integral to providing services to enhance victim safety. Additional information may be found in the Frequently Asked Questions (FAQs) About STOP Formula Grants available at: <https://www.justice.gov/ovw/page/file/1008816/download>.

Consultant/contractor fees may not exceed \$650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed \$81.25 per hour for less than an eight-hour day without prior approval from OCVA. **Contractors are required to maintain documentation to support all daily or hourly rates.**



Attachment D: Federal Funds Checklist

Subaward Checklist	Federal Award Information
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	YAKIMA COUNTY
(ii) Subrecipient's unique entity identifier;	P1SDBNX9U258
(iii) Federal Award Identification Number (FAIN);	15JOVW-23-GG-00608-STOP
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	09/13/2023
(v) Subaward Period of Performance Start and End Date;	01/01/2026 to 12/31/2026
(vi) Subaward Budget Period Start and End Date;	01/01/2026 to 12/31/2026
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$0.00
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	<i>Subrecipient – reference your records.</i>
(ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	<i>Subrecipient – reference your records.</i>
(x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Federal awarding agency: Department of Justice, Office on Violence Against Women Pass-through entity: WA State Department of Commerce, Office of Crime Victims Advocacy ashley-nicole.storey@commerce.wa.gov
(xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;	16.588 STOP Violence Against Women Formula Grants
(xiii) Identification of whether the award is R&D;	Not for research and development purposes.
(xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per §200.414.	N/A



Subaward Checklist	Federal Award Information
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	YAKIMA COUNTY
(ii) Subrecipient's unique entity identifier;	P1SDBNX9U258
(iii) Federal Award Identification Number (FAIN);	15JOVW-24-GG-00552-STOP
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	09/13/2024
(v) Subaward Period of Performance Start and End Date;	01/01/2026 to 12/31/2026
(vi) Subaward Budget Period Start and End Date;	01/01/2026 to 12/31/2026
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$31,563.00
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	<i>Subrecipient – reference your records.</i>
(ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	<i>Subrecipient – reference your records.</i>
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(xiii) Identification of whether the award is R&D;	Not for research and development purposes.
(xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per §200.414.	N/A



Subaward Checklist	Federal Award Information
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	YAKIMA COUNTY
(ii) Subrecipient's unique entity identifier;	P1SDBNX9U258
(iii) Federal Award Identification Number (FAIN);	15JOVW-25-GG-00064-STOP
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	08/18/2025
(v) Subaward Period of Performance Start and End Date;	01/01/2026 to 12/31/2026
(vi) Subaward Budget Period Start and End Date;	01/01/2026 to 12/31/2026
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$0.00
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	<i>Subrecipient – reference your records.</i>
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(xiii) Identification of whether the award is R&D;	Not for research and development purposes.
(xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per §200.414.	N/A



DocuSign Contract Review and Routing Form

Office of Crime Victims Advocacy

Reviewed by:	Title:	I verify that I have:	Date:
Ashley-Nicole Storey	Grant Manager	Proofed documents	12/19/2025 9:08 AM PST
Jodine Honeysett	Section Manager	Matched approved Obligation Summary Memo and Allocation Spreadsheet Reviewed entry and coding in CMS	12/22/2025 8:15 AM PST
Trisha Smith	Assistant or Managing Director	Correct template from IntraCOM has been used OR Documentation has been included with reason for exception	12/29/2025 9:26 AM PST

Use if Grant Manager needs to verify Grantee submission before Assistant Director's signature

Reviewed by:	Title:	I verify that I have:	Date:
	Grant Manager	Checked that Grantee has completed all required certifications and/or forms	

**BOARD OF YAKIMA COUNTY COMMISSIONERS
AGREEMENT**

Agreement Number:

F25-31103-018

FFY25 Violence Against Women STOP Grant Program

BOARD OF COUNTY COMMISSIONERS

BOCC Agreement

0 0 7 - 2 0 2 6

Yakima County, WA

LaDon Linde, Chair

Amanda McKinney, Commissioner

Kyle Curtis, Commissioner

DATED: JAN 20 2026

Attest:

Julie Lawrence, Clerk of the Board *or*
Erin Franklin, Deputy Clerk of the Board

Approved as to Form:



Jennifer A. Blum
County Prosecutor