Sheriff Joe Kriete

GRANT COUNTY SHERIFF'S OFFICE

P.O. Box 37, Ephrata, Washington 98823
Telephone 509-754-2011 ext. 2001

04/20/23

Board of County Commissioners,

The Grant County Sheriff's Office was awarded a grant for the National Criminal History Improvement Program (NCHIP). The grant was for a total of $24,740.58 and will replace the old LiveScan fingerprint machine that is used inside the jail. In order to proceed with this grant, we are needing to submit digital signatures for the Washington State Patrol Federal Grant Subrecipient Agreement and Fiscal Monitoring Assessment Questionnaire.

Rebekah Kaylor has reviewed both documents, and she has no problems with the County moving forward with the agreement and questionnaire. With the Boards approval, I am requesting that Sheriff Kriete be authorized for digitally signing the documents.

If you have any questions, please feel free to reach out to me. Thanks in advance!

Phillip C. Coats
Chief Deputy

John McMillan
Undersheriff
Office 509-754-2011
ext. 2017
jmcmillan@grantcountywa.gov

Gary Mansford
Chief Deputy
Investigations
Office 509-754-2011
ext. 2026
gmansford@grantcountywa.gov

Beau Lamens
Chief Deputy
Field Operations
Office 509-754-2011
ext. 2018
blamens@grantcountywa.gov

Josh Sainsbury
Chief Deputy
Emergency Operations
Office 509-754-2011
ext. 4522
jsainsbury@grantcountywa.gov

Phillip Coats
Chief Deputy
Corrections
Office 509-754-2011
ext. 2021
pcoats@grantcountywa.gov

Tracy Hill
Administrative Assistant
Office 509-754-2011
ext. 2014
thill@grantcountywa.gov

RECEIVED
APR 20 2023
GRANT COUNTY COMMISSIONERS

WASHINGTON STATE PATROL
FEDERAL GRANT SUBRECIPIENT AGREEMENT

WSP Agreement	K18333	Subrecipient Number	

FEDERAL GRANT

Federal Grant Award Name	CFDA Number(s)	Award Year
National Criminal History Improvement Program (NCHIP)	16.554	2022

Award Number	Award Date	Award Amount	Performance Period
15PBJS-22-GK-01031-NCHI	October 1, 2022	$1,862,274 Match: $214,786	10/01/2022 – 09/30/2024

Is the Public Agency a subrecipient of federal assistance for the purposes of this agreement?	Is this agreement funded by a federal award for research and development?
☒ Yes ☐ No	☐ Yes ☒ No

WASHINGTON STATE PATROL (WSP)

WSP Project Director Name and Title Ms. Deborah Collinsworth WSP CRD Assistant Division Commander	WSP Project Director Address WSP Criminal Records Division PO Box 42619, Olympia, WA 98504-2619
Telephone (360) 534-2102	E-mail Address Deborah.Collinsworth@wsp.wa.gov
WSP Administrative Contact Name and Title Mr. Adam Vigil Contract Specialist	WSP Administrative Contact Address WSP Budget and Fiscal Services PO Box 42602, Olympia WA 98504-2602
Telephone (360) 596-4084	E-mail Address Adam.Vigil@wsp.wa.gov

SUBRECIPIENT

Public Agency Name Grant County Sheriff's Office	Statewide Vendor Registration Number SWV00__ __ __ __ __ - __ __
Location Address (zip+4) 35 C St NW, Ephrata, WA 98823	Mailing Address (zip+4) (if different from location address) N/A
Contact Name Lt Dan Durand	Data Universal Numbering System (DUNS) and Universal Entity Identifier (UEI) UBI: 136-000-784 DUNS: 010202562
Contact Telephone 509-750-6259 x2238	Contact E-mail Address ddurand@grantcountywa.gov
Additional Public Agency Contact Name Ms. Dawn Prince	E-mail Address dprince@grantcountywa.gov

SUBAWARD

Start Date	End Date	Maximum Agreement Amount
May 1, 2023	September 30, 2024	Project Cost: $24,740.58 Federal $22,233.38 Local $2,507.20

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 Insert

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

FY22 NCHIP GRANT SUBRECIPIENT AGREEMENT

1. **Definitions.**

"Agreement" means this Federal grant subrecipient 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.

"BJS" means the Bureau of Justice Statistics of the U.S. Department of Justice, Office of the Justice Programs, the grantor of National Criminal History Improvement Program (NCHIP) Grant 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 the attached Exhibit A, Statement of Work.

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. **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 Director. 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 Director. The invoice shall be in the format designated by WSP and shall include the following:

   a. description of the work performed

   b. activities accomplished

   c. progress of the project

   d. fees and expenses

   e. match amount as well as amount requested for reimbursement

   f. a copy of the Public Agency's property record which includes the tag number that is assigned to the equipment

   g. reference to WSP's agreement number.

   The Public Agency shall submit the final invoice no later than forty-five (45) calendar days from the completion of the Project or no later than 45 days of the Agreement End Date.

5. **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.

6. **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.

7. **Certification regarding Debarment, Suspension or Ineligibility**. 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 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.sam.gov.

8. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.

9. **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.

10. **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 Unique Entity Identifier (UEI);

    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.

11. **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.

12. **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.

13. **Monitoring**

    a. Visits and requests for documentation. WSP is responsible for monitoring Public Agency's compliance with grant requirements. Monitoring may consist of visits to Public Agency and routine requests for project documentation.
    b. 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.

14. **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,
Any document incorporated by reference, including:
NCHIP award
Public Agency's proposal.

15. **Personnel.** WSP personnel 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.

16. **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.

17. **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.

18. **Single Audit Act Compliance.** If the Public Agency expends $750,000 or more in federal awards from any and/or all sources in any fiscal year, the Public Agency shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Public Agency shall:

    a. Submit to the WSP Project Director the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

    b. Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs..

19. **Statewide Payee Registration.** The Public Agency shall register as a Statewide Payee prior to submitting a request for payment under this Agreement. The Washington State Department of Enterprise Services (DES) maintains the Statewide Payee Registration System; to obtain registration materials go to: http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx.

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.

Exhibit A

STATEMENT OF WORK

1. **Introduction**. The purpose of this Agreement is to provide Fiscal Year 2022 (FY22) National Criminal History Improvement Program (NCHIP) grant funds to the Public Agency in order to increase the number of fingerprint submissions sent to and received by the state repository.

2. **Scope of Work.** As described in the Public Agency's FFY2022 NCHIP application, the Public Agency shall Fund a Project Lead with associated Fringe Benefits for said position, as well as purchase a livescan fingerprint device along with associated equipment and other costs as described in the Project Budget section below

3. **Project Budget.** WSP shall reimburse the subrecipient for the Federal Share of the following budget:

Category	Item	Cost
Personnel	Project Lead	*$1,648.40*
Fringe Benefits	Fringe Benefits	*$858.80*
Equipment	Crossmatch L Scan 500 livescan fingerprint capture device with associated equipment, software, licensing, and 1 year maintenance contract.	*$24,740.58*
Total Cost	**Total Cost**	***$24,740.58***
	10 percent Public Agency Match Amount	*$2,507.20*
	Federal (Reimbursable) Amount	***$22,233.38***

Indirect may be charged for total direct costs. As a local government, the Public Agency is required to prepare and retain its indirect cost proposal on file for review. If applicable, Public Agency shall use the approved federally recognized indirect cost rate negotiated between the Public Agency and the Federal Government or, if no such rate exists, either a rate negotiated between the WSP and the Public Agency, or a de minimis indirect cost rate as defined in 2 C.F.R. 200.414(f). Any changes to the indirect amount noted in the above budget will require an amendment.

The Public Agency Match may only be for allowable grant expenses. It is the Public Agency's responsibility to maintain records of the expenses used for match.

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

4. **Equipment Management.**

   a. Automated Biometric Identification System (ABIS) Equipment. Any ABIS equipment purchased under this award will conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information (ANSI/NIST-ITL 1-2007 PART 1) and other reporting standards of the FBI.

   b. 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.

   c. 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.

d. 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, including the tag 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. A copy of the Public Agency's record showing the above information of the purchased equipment is required when requesting reimbursement for the equipment.

e. 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.

f. 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. The Public Agency shall contact WSP before equipment is disposed.

5. Reports.

a. Semi-Annual Reports. The Public Agency shall submit to the WSP Project Manager semi-annual progress reports within 15 calendar days after the end of the reporting periods, which are January 1 - June 30 and July 1 - December 31, for the life of this Agreement.

b. Final Report. The Public Agency shall submit a final report to the WSP Project Director at the completion of the Project, documenting all relevant project activities during the entire period of support under this Agreement. The Final Report shall be in the format provided by WSP and shall include a summary and assessment of the program carried out with this Agreement, including how funds were actually used and data to support statements of progress. The final report is due no later than 30 days at the completion of the Project and no later than 30 days following the close of the Agreement.

Exhibit B

SPECIAL TERMS AND CONDITIONS

1. Federal Funding.

   a. Federal funds under this award will be used to supplement and not supplant local government funds. Grant funds may be used only for the purposes in the Public Agency's approved application.

   b. If Public Agency has other active awards of federal funds or receives other federal awards during the period of performance for this award that are to be used in part or in whole for identical costs for which funds are provided under this award, the Public Agency shall promptly notify WSP in writing of potential duplication. If so requested, Public Agency must seek budget or project modification to eliminate inappropriate duplication of funding.

   c. All recipients of federal funds shall comply with all applicable restrictions on the use of federal funds set out in federal appropriations status. Pertinent restrictions are available at https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

2. Part 200 Uniform Requirements. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the Part 200 Uniform Requirements) apply to this FY 2018 from OJP.

3. 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.

4. Personally Identifiable Information (PII) Requirement. The Public Agency must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The Public Agency's breach procedures must include a requirement to report actual or imminent breach of PII to WSP no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

5. Procurement contract exceeding $150,000. Public Agency are obtain pre-approval from WSP for any procurement contracts that are in excess of $150,000.

6. Requirements pertaining to prohibited conduct related to trafficking in persons. The Public Agency must comply with all applicable requirements pertaining to prohibited conduct related to the trafficking of persons. Requirements and further details are posted on OJP website at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm and are incorporated by reference here.

7. 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.

8. Employment Eligibility Verification. The Public Agency shall ensure that, as part of the hiring process that is funded with award funds, the Public Agency properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C.

1324a(a)(1) and (2). The Public Agency may choose to participate in E-Verify (www.e-verify.gov) to confirm employment eligibility for each position that will be funded by award funds.

9. 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.

10. 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.

11. Performance Measures. The Public Agency agrees to provide performance related data, as outlined in the program announcement to be used to measure the results of the project.

12. 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. Funds may also be withheld if the Public Agency fails to satisfactorily and promptly address outstanding issues from audits or investigations or reviews of DOJ awards.

13. Consultant Rates. Approval of this Agreement does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by WSP prior to obligation or expenditure of such funds.

14. 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.

15. Text Messaging While Driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), BJS 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.

16. Conferences. The Public Agency shall comply with all applicable laws, regulations, policies, and official DOJ guidance governing the use of federal funds for expense related to conferences, including the provision of food and/or beverages at such conferences, and costs of attendance.

17. Non-disclosure Agreements. The Public Agency shall not require any employee or contractor to sign an internal confidentiality statement that prohibits or restricts the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

18. OJP Training Guiding Principles. Any training or training material that the Public Agency develops or delivers with award funds shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees (https://ojp.gov/funding/Implement/TrainingPrinciplesforGrantees-Subgrantees.htm).

19. Reprisal. The Public Agency, in compliance with 41 U.S.C. 4712, shall not discriminate against an employee as reprisal for the 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.

20. Subrecipients.

a. General. If the Public Agency is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Public Agency shall:

(1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal. Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

(2) Maintain internal controls that provide reasonable assurance that the Public Agency is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

(3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

(4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Public Agency and its Subcontractors who are subrecipients;

(5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and

(6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 54. (Go to www.ojp.usdoj.gov/ocr/ for additional information and access to the aforementioned Federal laws and regulations.)

b. "High Risk" Designation. If the Public Agency is designated a "high risk" by a federal grant-making agency outside of DOJ during the course of this award, the Public Agency must disclose the fact to WSP. The Public Agency agrees to comply with any additional requirements may be imposed by the DOJ or WSP.

c. Overpayments. If it is determined by WSP, or during the course of a required audit, that the Public Agency has been paid unallowable costs under this or any Program Agreement, WSP may require the Public Agency to reimburse WSP in accordance with 2 CFR Part 200.

d. The Public Agency, if a law enforcement agency, shall have been certified or in the process of being certified by an approved independent credentialing body.