



Distribution Agreement
Between
Seattle Police Department
And
Everett Police Department
UEI#: LVPSLN4A2LF6

This Agreement is entered by City of Everett Police Department (Sub-Recipient) and City of Seattle Police Department, (SPD), whose address is 610 Fifth Avenue, Seattle, WA 98124-4986.

The Sub-Recipient is undertaking certain activities related to a federal grant award. All federal financial and grant management rules and regulations must be adhered to in the execution of this Agreement. A copy of the federal award document is attached for reference. SPD is acting as a pass-through entity for this grant. Sub-Recipient has been designated by SPD as a sub-recipient.

FEDERAL AWARD INFORMATION

GRANT AWARD TITLE	<i>Urban Area Security Initiative (UASI) FFY20 Grant</i>	
FEDERAL AWARD ID #	UEI NUMBER	CFDA NUMBER
EMW-2020-SS-00080	RGJ5CPK2YHK1	#97.067
FEDERAL AWARD DATE	SUBAWARD PERIOD OF PERFORMANCE START DATE	SUBAWARD PERIOD OF PERFORMANCE END DATE
08/25/2020	06/28/2023	09/30/2023
FUNDS OBLIGATED FOR THIS AGREEMENT	TOTAL GRANT AWARD	FEDERAL AWARD AGENCY
\$59,000	\$2,634,391	DEPT. OF HOMELAND SECURITY

Under the terms and conditions of this grant, SPD distributed specialized emergency response equipment for the Sub-Recipient. The distribution of the equipment is subject to the following terms and conditions.

1. The equipment to be purchased for the Sub-Recipient is as described as follows for \$4,750 (*Based on quotes provided at time of grant award. Actual will be reflected on Hand Receipt*):

Project Description	Manufacturer	Vendor	Quantity
ATAK – Phones and Accessories	Android	Datec, Inc	25

2. This equipment shall be accounted for by written hand receipt and is subject to the terms and conditions of this agreement. Title to the equipment transfers upon delivery.
3. The equipment delivered to Sub-Recipient is accepted "as is" by Sub-Recipient with the understanding that SPD disclaims all warranties for the delivered equipment. Should the equipment not perform as specified by the vendor, the Department will provide all warranty repair information to Sub-Recipient.

4. Sub-Recipient is responsible for the exchange of equipment with like items for proper size, etc. Department will provide all exchange information to the Sub-Recipient.
5. Sub-Recipient is responsible for the maintenance, training, storage, proper use, and inventory of the equipment. If this equipment is lost, stolen, or deemed unusable it will not be replaced. Equipment valued at \$5,000 or more (or the Sub-Recipient's capitalization threshold, if less than \$5,000) have additional compliance requirements. These requirements include maintaining detailed property records, an inventory to be conducted by the Sub-Recipient every two years on all federally purchased equipment valued at \$5,000 or more (or the Sub-Recipient's capitalization threshold, if less than \$5,000), a control system to adequately maintain and safeguard the equipment must be established, and federal disposal requirements must be met. The Sub-Recipient shall comply with the 2 CFR Part 200, "Uniform Guidance: Uniform Administrative requirements, Cost Principles, and Audit Requirements for Federal Awards", and 44 CFR 13.32 Equipment.
6. Sub-Recipient shall defend and hold harmless the List the funder: U.S. Department of Homeland Security, the Washington State Military Department, the Department, its officers, employees and agents from any claims, costs, demands or damages that may result from the Sub-Recipient's failure to comply with the provisions of this Agreement, and with laws and regulations applicable to the equipment and its use.
7. For all equipment valued at \$5,000 or more (or the Sub-Recipient's capitalization threshold, whichever is more) the Sub-Recipient must complete a biennial letter of certification to the Department at the address listed below. The certification letter must identify this equipment and include the date of inventory, location, and condition of the equipment until the equipment is disposed of in accordance with Federal requirements. Attachment A is a sample Certification Letter that SPD will send to the Sub-Recipient on a biennial basis. Sub-Recipient will be required to return the signed certification letter prior to the release and distribution of the above listed equipment.
8. Sub-Recipient must record this equipment in accordance with 2 CFR Part 200 Subpart E "Cost Principles" are subject to audit and reporting requirements under 2 CFR Part 200 Subpart F "Audit Requirements". If the Sub-Recipient is required to have an audit in accordance with 2 CFR Part 200 for the year the equipment is received, a copy of the audit report and the management letter shall be forwarded to the Department at the address listed below.
9. Sub-Recipient shall maintain all books, records and documents related to the receipts and proper maintenance of the equipment. In compliance with 2 CFR Part 200 Part D "Post Federal Award Requirements", Department will conduct periodic onsite reviews of the equipment and the accounting records.
10. SPD has responsibility to monitor the listed equipment/supplies for its useful life.
11. Sub-Recipient understands it has a responsibility to report cost of equipment on the Financial Schedule of Expenditures of Federal Awards (SEFA, Schedule 16 annual financial report).
12. Where documents require signatures, please sign and return to the Seattle Police Department, Grants & Contracts Unit 610 Fifth Avenue, Seattle, WA 98124-4986. Thank you for your assistance in this matter. Please call Seattle Police Department Grant Manager Sonya Roberts at 206-733-9316 if you have questions.

EVERETT POLICE DEPARTMENT

Cassie Franklin

Name: Cassie Franklin

Title: Mayor

08/16/2023

Date



APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY



Attest:

A handwritten signature in blue ink, appearing to read 'M. ...', written over a horizontal line.

Office of the City Clerk

SEATTLE POLICE DEPARTMENT

A handwritten signature in blue ink, appearing to read 'Brian Maxey', written over a horizontal line.
[Brian Maxey \(Aug 22, 2023 10:46 PDT\)](#)

Brian G. Maxey
Chief Operating Officer

08/22/2023

Date