

RECEIVED
SUPREME COURT
STATE OF WASHINGTON
May 19, 2014, 8:08 am
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Court of Appeals No. 43689-2-II
Supreme Court No. 900370

WASHINGTON STATE SUPREME COURT

JOHN WORTHINGTON,
Appellant

V.

WESTNET,
Respondent

**WORTHINGTON'S REPLY TO WESTNET
REPLY PETITION FOR REVIEW**

JOHN WORTHINGTON
4500 SE 2ND PL
RENTON, WA.98059
425-917-2235

 ORIGINAL

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DECLARATION OF JOHN WORTHINGTON EXHIBIT 1
WESTNET JAG GRANT CONTRACT

A. IDENTITY OF PETITIONER

Appellant John Worthington respectfully requests for the relief designated in Part B of this petition.

B. RELIEF REQUESTED

Worthington respectfully requests the Washington State Supreme Court to take judicial notice of the U.S. Department of Justice Assistance Grant contract for WestNET, which is in the Exhibit 1.¹ This contract should have been provided by Ione George and Kitsap County to the trial court. Considering that this contract requires WestNET, not affiliate jurisdictions to abide by the PRA, Worthington respectfully requests the court to accept review and remand this case back to the trial court to properly account for the very contract which created WestNET.

C. SUMMARY & WHY REVIEW SHOULD BE ACCEPTED

RAP 13.4(b) sets forth the following grounds for review of appellate decisions:

A petition for review will be accepted by the Supreme Court only:

- (1) If the decision of the Court of Appeals is in conflict with a decision of the Supreme Court; or

¹ This contract is also in Worthington's motion for CR 11 Sanctions filed in this court for filing misrepresentations to the Washington State Supreme Court.

- (2) If the decision of the Court of Appeals is in conflict with a decision by another division of the Court of Appeals; or
- (3) If a significant question of law under the Constitution of the State of Washington or of the United States is involved; or
- (4) If the petition involves an issue of substantial public interest that should be determined by the Supreme Court.

Worthington respectfully argues that a cunning and deliberate misrepresentation has taken place. WestNET counsel Ione George has purposely withheld the WestNET JAG contract, in order to bamboozle or misrepresent the courts of Washington State into re-writing the terms and conditions of the JAG contracts. These contracts required WestNET to comply with the PRA. Ione George misrepresented the facts to the courts and led them to believe WestNET was immune from the PRA and that its affiliate jurisdictions were where PRA requests should be made.

The truth is Kitsap County chose to sign the JAG Grant contract as doing business as WestNET, thereby subjecting WestNET to the terms and conditions of the JAG Grant. The JAG Grant required WestNET to comply with the PRA, not the affiliate jurisdictions, as argued and misrepresented by Ione George.

D. ISSUES PRESENTED

- 1. Whether the Supreme Court should take judicial notice of the WestNET JAG Grant contract.

2. Whether the Supreme Court should accept review and remand the case back to the trial court to properly account for the terms and conditions for WestNET under the JAG Grant.

E. STATEMENT OF THE CASE

This case arises out of appellant John Worthington's request for public records from the West Sound Narcotics Enforcement Team, (Hereafter "WestNET") pursuant to the Public Records Act, (Hereafter "PRA"), RCW Chapter 42.56. Worthington timely filed a petition for Judicial Review against WestNET, on December 8, 2011, alleging WestNET failed to provide privilege log for Worthington's February 5, 2010 PRA Request, and failed to provide Worthington with hundreds of PRA documents, while also redacting an entire document.

In Worthington's public records dispute with the Kitsap County Superior court, WestNET filed a motion to dismiss based on the claim WestNET was immune from suit. Worthington replied to the motion to dismiss and argued WestNET met the criteria in RCW 42.56 outright and the "Telford factors." On April 23, 2012, the trial court agreed with Worthington and denied WestNET motion to dismiss. (CP 86)

WestNET filed a motion for reconsideration and claimed the WestNET interlocal agreement had language that prevented WestNET from being subject to the PRA. On June 15, 2012, the trial court agreed

that WestNET was immune from the PRA, and dismissed Worthington's case.

On June 22, 2012, Worthington filed a motion to reconsider, CP 96-99) which the court denied on June 27, 2012. (CP 100-102) Worthington filed a timely appeal of the trial courts orders to the Washington State Court of Appeals for Division II.

On January 28, 2014, the Washington State Court of Appeals for Division II ruled WestNET was not an "Agency" subject to Judicial Review under the PRA, nor was it an entity subject to suit. The ruling also requested Worthington to file requests with WestNET Affiliates. Worthington filed a timely Motion to Reconsider to that order entered on January 28, 2014, and that motion was denied on March 11, 2014. Worthington and Washington Association of Prosecuting Attorneys filed Motions to Publish the January 28, 2014 unpublished opinion, and those motions were granted on March 11, 2014. Worthington filed a timely petition for review on March 18, 2014. On May 19, 2014, Worthington files this timely reply to Kitsap Counties response.

F. ARGUMENT WHY REVIEW SHOULD BE ACCEPTED

Kitsap County and the Kitsap County Prosecutors office, namely

Ione George and Russ Hauge, have misrepresented the facts to three Washington State Courts. Kitsap County, Ione Gorge and Russ Hauge have managed to bamboozle the Washington State courts into re-writing the terms and conditions for Kitsap County to do business as WestNET under the Justice Assistance Grant (JAG).

RAP RULE 1.2 reads in relevant part:

INTERPRETATION AND WAIVER OF RULES BY COURT

(a) Interpretation. These rules will be liberally interpreted to promote justice and facilitate the decision of cases on the merits. Cases and issues will not be determined on the basis of compliance or noncompliance with these rules except in compelling circumstances where justice demands, subject to the restrictions in rule 18.8(b).

Worthington respectfully requests this court to take judicial notice of the terms and conditions of the WestNET JAG Grant, and accept review of this case in order to remand this case back to the trial court properly consider the terms and conditions of the JAG Grants.

It is in the interest of the public that this court should step in and prevent Kitsap County and Ione George from bamboozling the Washington State Courts into re-writing the terms and conditions for JAG Grants.

The public needs to be protected from corrupt officials who twist

and misrepresent the evidence to escape compliance with federal Grant contracts and Washington State laws.

G. CONCLUSION

Worthington respectfully requests the petition for review to be granted in order to meet the ends of justice. Worthington also requests a speedy remand to the trial court in furtherance of the quest to properly consider the terms and conditions of the JAG Grant for WestNET to comply with the PRA.

Respectfully submitted this 17TH day of May 2014.

BY  _____

John Worthington Pro Se /Petitioner
4500 SE 2ND PL.
Renton WA.98059

Declaration of Service

I declare that on the date and time indicated below, I caused to be served via email and U.S. Mail, a copy of the documents and pleadings listed below upon the attorney of record for the defendants herein listed and indicated below.

**1. APPELLANT WORTHINGTON'S REPLY TO WESTNET
RESPONSE TO PETITION FOR REVIEW**

1. IONE GEORGE, WEST NET
614 Division Street MS-35A
Port Orchard, W A 98366
2. PAM LOGINSKY WAPA
206 10th AVENUE SE
Olympia, WA. 98501

I declare under penalty of perjury under the laws of the United States that the foregoing is True and correct.

Executed on this 17th day of May, 2014.

BY  _____

John Worthington Pro Se /Appellant
4500 SE 2ND PL.
Renton WA.98059

EXHIBIT 1

From: worthingtonjw2u@hotmail.com
To: bill.johnston@commerce.wa.gov; communications@commerce.wa.gov;
publicdisclosure@commerce.wa.gov
Subject: PRA REQUEST
Date: Wed, 16 Apr 2014 20:21:12 -0700

Hello,

Pursuant to RCW 42.56, I am requesting the following:

1. All confidential fund certificates from 2011 to 2014. Please redact informants names.
2. All Open Public Meetings requirements for Jag grants
3. All Public Records Act requirements for JAG grants
4. Copies of WestNET's JAG grants for 2012-2014
5. All copies of WestNET civil rights requirement forms from 2007 until present. OJP Form 4061/6 (

6. Points of contact forms for WestNET 2009 TO PRESENT.
7. Any WestNET grant compliance reviews from 2010 to present.
8. WestNET executive board members from 2011 to 2014.
9. All Program monitoring visit reports from 2007 until present.
10. All WestNET TASK FORCE QUESTIONAIRES FROM 2010 UNTIL PRESENT
11. ALL cash account and investigative record crosswalks for WestNET from 2010 to present.

This request will not be used for commercial purposes. Please do not ask me to fill out any forms for this request. You have all the information you need in this email.

Thank you

John Worthington
4500 SE 2ND PL
RENTON WA.98059

From: COM Public Disclosure
Sent: Thursday, May 15, 2014 11:30 AM
To: john worthington
Subject: RE: PRA REQUEST

Good Morning Mr. Worthington,

The records responsive to your public disclosure request below have been saved to a disc and mailed to the address provided.

We do not have records responsive to items #1, #10, or #11 of your request. However, I left you a voicemail today because I would like to discuss items #1 and #10 of your request to ensure that we are interpreting them correctly. I will wait to hear back from you before closing those portions of your request.

Please let me know if you have any trouble opening the files after receiving the disc or if you have any questions.

Sincerely,

Shannon Goudy

Public Disclosure Specialist

Washington State Department of Commerce



Department of Commerce
Innovation is in our nature.

Grant to

Kitsap County

through

Justice Assistance Grant

RECEIVED

JUL 17 2013

CSHD

For

Regional Justice Assistance Grant
Multi-Jurisdictional Drug-Gang Task Forces

Start date: July 1, 2013

FACE SHEET

Grant Number: M13-31440-009

**Washington State Department of Commerce
Community Services and Housing Division
Office of Crime Victims Advocacy
Multi-Jurisdictional Drug-Gang Task Forces**

RECEIVED

JUL 17 2013

1. Grantee Kitsap County Kitsap County Sheriff's Office 614 Division Street, MS-37 Port Orchard, WA 98366-4688		2. Grantee Doing Business As (optional) CSHD West Sound Narcotics Enforcement Team (Westnet)	
3. Grantee Representative Earl Smith Task Force Commander Tel: 360-337-5610 esmith@co.kitsap.wa.us		4. COMMERCE Representative William Johnston Program Manager 360-725-3030 bill.johnston@commerce.wa.gov 1011 Plum Street SE Olympia, WA 98504-2525	
5. Grant Amount \$ 134,768	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2013	8. End Date June 30, 2014
9. Federal Funds (as applicable) \$ 103,837	Federal Agency United States Department of Justice	CFDA Number 16.738	
10. Tax ID # 91-6001348	11. SWV # 0008949-17	12. UBI # 182002345	13. DUNS # 071855191
14. Grant Purpose To provide local governments with U.S. Department of Justice, Bureau of Justice Assistance funds for the investigation, disruption, and prosecution of drug and gang organizations operating at levels above the normal capacity of local jurisdictions to pursue.			
COMMERCE, defined as the Department of Commerce, and the Grantee (Contractor), as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" - Budget, Attachment "C" - Activity Reporting, Grantee's Application for Funding under this program as amended, the Grantee's Certifications and Assurances required by COMMERCE as pre-requisites for execution of this Agreement, and 'Criminal Justice Grants - Policies and Procedures Guide' published by COMMERCE, as amended.			
FOR GRANTEE Name: <u>Earl Smith</u> Title: <u>Sheriff</u> Date: <u>7/13</u>		FOR COMMERCE Name: <u>Diane Klontz</u> Title: <u>Assistant Director</u> Date: <u>7/22/13</u> APPROVED AS TO FORM ONLY Sandra Adix, Assistant Attorney General Date: _____	

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GENERAL TERMS AND CONDITIONS

M13-31440-009

- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

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

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant 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 Grantee 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 Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFORMANCE

If any provision of this Grant violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

GENERAL TERMS AND CONDITIONS

M13-31440-009

Grants and Cooperative Agreements with State and Local Governments, OMB Circular A-102, (if the Grantee is a local government or federally recognized Indian tribal government).

Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations, OMB Circular A-110.

E. Other

Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54.

Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243/Wednesday, December 20, 1989.

Hatch Political Activity Act, 5 U.S.C. 1501-8.

Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352 (Byrd Anti-Lobbying Amendment). 31 U.S.C. 1352 provides that Grantees who apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Non-Supplanting Federal Funds.

Section 8 Housing Assistance Payments Program.

F. Privacy

Privacy Act of 1974, 5 U.S.C. 552a.

Washington State Laws and Regulations

A. Affirmative action, RCW 41.06.020 (1).

B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.

C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.

D. Discrimination-human rights commission, Chapter 49.60 RCW.

E. Ethics in public service, Chapter 42.52 RCW.

F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.

G. Open public meetings act, Chapter 42.30 RCW.

H. Public records act, Chapter 42.56 RCW.

I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

22. LICENSING, ACCREDITATION AND REGISTRATION

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

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant.

M12-37021-009



Department of Commerce

Innovation is in our nature.

Interagency Agreement with

Kitsap County

through

Community Services and Housing Division
Public Safety Unit

For

Multi-Jurisdictional Drug-Gang Task Forces

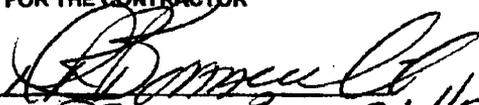
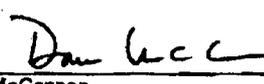
Start date: July 1, 2012

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FACE SHEET

Washington State Department of Commerce
 Community Services and Housing Division
 Public Safety Unit
 MULTI-JURISDICTION DRUG-GANG TASK FORCE PROGRAM

1. Contractor's Name and Address: Kitsap County Sheriff's Office 614 Division Street MS-37 Port Orchard, WA 98366-4688		2. Contractor Doing Business As (Optional) West Sound Narcotics Enforcement Team 	
3. Contractor Representative Earl Smith Lieutenant Tel: 360-337-5610 Fax: 360-337-4480 Email: esmith@co.kitsap.wa.us		4. Commerce Representative Harvey Queen Program Manager P.O. Box 42525 Tel: 360-725-3034 1011 Plum Street SE Fax: 360-586-5680 Olympia, WA 98504-2525 Email: harvey.queen@commerce.wa.gov	
5. Contract Amount \$ 207,200.00	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2012	8. End Date June 30, 2013
9. Federal Funds (as applicable) \$ 176,268.00		Federal Agency Department of Justice	CFDA Number 16.738
10. Tax ID# 91-6001348	11. SWV# 0916001348	12. UBI# 00-182002345	13. DUNS# 071855191
14. Contract Purpose To provide local governments with U.S. Department of Justice, Bureau of Justice Assistance funds for the investigation, disruption, and prosecution of drug and gang organizations operating at levels above the normal capacity of local jurisdictions to pursue.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above in Block 1, acknowledge and accept the terms of this Agreement and attachments, and have executed this Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A"—Scope of Work, Attachment "B"—Budget, and Attachment "C"—Activity Reporting, and the Grantee's Certifications and Assurances required as pre-requisites for execution of this Agreement.			
FOR THE CONTRACTOR  Name: DENNIS DONNELL Title: UNDER-SHERIFF Date: 6-13-12		FOR THE DEPARTMENT OF COMMERCE  Dan McConnon Deputy Director Date: 6/26/12 APPROVED AS TO FORM ONLY Sandra Adix Sandra Adix Assistant Attorney General May 8, 2009 Date:	

GENERAL TERMS AND CONDITIONS

E. Other

Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54.

Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243 Wednesday, December 20, 1989.

Hatch Political Activity Act, 5 U.S.C. 1501-8.

Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352 (Byrd Anti-Lobbying Amendment). 31 U.S.C. 1352 provides that Contractors who apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Non-Supplanting Federal Funds.

Section 8 Housing Assistance Payments Program.

F. Privacy

Privacy Act of 1974, 5 U.S.C. 552a.

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (1).
- B. Boards of directors or officers of non-profit corporations -- Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

15. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Agreement, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further Agreements with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

16. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 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.

M11-34021-009



Department of Commerce

Innovation is in our nature.

Interagency Agreement with

Kitsap County

through

**Community Services and Housing Division
Public Safety Unit**

**Edward Byrne Memorial Justice Assistance Grant
Multi-Jurisdictional Gang-Drug Task Force Program**

For

**Local jurisdictions to collaboratively investigate and disrupt
criminal organizations through formally structured multi-
jurisdictional task forces, with a primary focus on criminal gun,
gang, and drug organizations**

Start date: July 1, 2011

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FACE SHEET

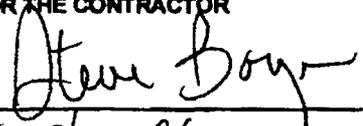
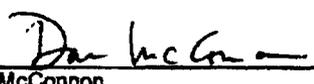
AGREEMENT NUMBER: M11-34021-009

RECEIVED

Washington State Department of Commerce
Community Services and Housing Division
Public Safety Unit

AUG 08 2011

MULTI-JURISDICTIONAL GANG-DRUG TASK FORCE PROGRAM PUBLIC SAFETY UNIT

1. Contractor's Name and Address: Kitsap County Sheriff's Office 614 Division Street MS-37 Port Orchard, WA 98366-4688		2. Contractor Doing Business As (Optional)	
3. Contractor Representative James Mjor Sgt. Task Force Supervisor 360-337-7064 360-337-5711 james.mjor@wsp.wa.gov		4. Commerce Representative Harvey Queen Program Manager P.O. Box 42525 360-725-3034 1011 Plum Street SE 360-588-5880 Olympia, WA 98504-2525 harvey.queen@commerce.wa.gov	
5. Contract Amount \$ 171,797.00	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2011	8. End Date June 30, 2012
9. Federal Funds (as applicable) \$ 142,197.00	Federal Agency Department of Justice	CFDA Number 16.738	
10. Contract Purpose To provide local and tribal governments with U.S. Department of Justice, Bureau of Justice Assistance funds to interdict gang and drugs through the multi-jurisdictional efforts of law enforcement and prosecution. COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above in Block 1, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" - Statement of Work, Attachment "B" - Budget, Grantee's Application for funding under this program, and the Grantee's Certifications and Assurances required by COMMERCE as prerequisites for execution of this Agreement.			
FOR THE CONTRACTOR  Name: <u>Steve Boyer</u> Title: <u>Sheriff</u> Date: <u>8-1-11</u>		FOR THE DEPARTMENT OF COMMERCE  Name: <u>Dan McConnon</u> Title: <u>Assistant Director</u> Date: <u>8/11/11</u>	
		APPROVED AS TO FORM ONLY Sandra Adix Sandra Adix Assistant Attorney General May 8, 2009 Date	

21. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

A. Audits

Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations."

B. Labor and Safety Standards

Convict Labor, 18 U.S.C. 751, 752, 4081, 4082.

~~Drug-Free Workplace Act of 1988, 41 USC 701 et seq.~~

Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.

Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.

C. Laws against Discrimination

Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs.

Americans with Disabilities Act of 1990, Public Law 101-336.

Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60.

Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.

Handicapped Employees of Government Contractors, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793.

Handicapped Recipients of Federal Financial Assistance, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794.

Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631.

Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.

Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a).

Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1.

Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.

Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60.

Section 3, Housing and Urban Development Act of 1968, 12 USC 1701u (See 24 CFR 570.807(b)).

D. Office of Management and Budget Circulars

Cost Principles for State, Local and Indian Tribal Governments, OMB Circular A-87, 2 CFR, Part 225.

Cost Principles for Nonprofit Organizations, OMB Circular A-122, (if the Grantee is a nonprofit organization).

GENERAL TERMS AND CONDITIONS

M13-31440-009

Grants and Cooperative Agreements with State and Local Governments, OMB Circular A-102, (if the Grantee is a local government or federally recognized Indian tribal government).

Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations, OMB Circular A-110.

E. Other

Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54.

Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243 Wednesday, December 20, 1989.

Hatch Political Activity Act, 5 U.S.C. 1501-8.

Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352 (Byrd Anti-Lobbying Amendment). 31 U.S.C. 1352 provides that Grantees who apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Non-Supplanting Federal Funds.

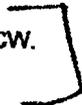
Section 8 Housing Assistance Payments Program.

F. Privacy

Privacy Act of 1974, 5 U.S.C. 552a.

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (1).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- D. Discrimination-human rights commission, Chapter 49.80 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.



22. LICENSING, ACCREDITATION AND REGISTRATION

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

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant.

OFFICE RECEPTIONIST, CLERK

From: OFFICE RECEPTIONIST, CLERK
Sent: Monday, May 19, 2014 8:09 AM
To: 'john worthington'
Subject: RE: WORTHINGTON REPLY TO WESTNET RESPONSE TO PETITION FOR REVIEW

Rec'd 5-19-14

Please note that any pleading filed as an attachment to e-mail will be treated as the original. Therefore, if a filing is by e-mail attachment, it is not necessary to mail to the court the original of the document.

From: john worthington [mailto:worthingtonjw2u@hotmail.com]
Sent: Saturday, May 17, 2014 10:01 PM
To: OFFICE RECEPTIONIST, CLERK
Subject: WORTHINGTON REPLY TO WESTNET RESPONSE TO PETITION FOR REVIEW

Please file this with the court.

Thank you

John Worthington