RESOLUTION NO. 2409

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERAGENCY AGREEMENT WITH THE WASHINGTON TRAFFIC SAFETY COMMISSION FOR THE CONTINUED FTE EMPLOYMENT OF THE 100% GRANT FUNDED CHILD PASSENGER SAFETY PROGRAM MANAGER

WHEREAS, Bonney Lake Police Department has received the interagency agreement between the Washington Traffic Safety Commission and the City of Bonney Lake regarding the coordination and staffing of a Child Passenger Safety Program Manager; and

WHEREAS, the City of Bonney Lake will receive $105,000 to cover the Child Passenger Safety Program Manager’s salary and benefits; and

WHEREAS, the Bonney Lake Police Department will receive an additional 9% of the total grant ($24,300.00) for indirect costs; and

WHEREAS, the grant will cover $9,700.00 in travel expenses, $15,000.00 in Contractual Services, $10,500 in goods and services, and $100,000.00 for maintaining the State Grant program (grants processed through WTSC); and

WHEREAS, the Bonney Lake Police Department will provide supervision, administration support as well as office space, land line phone, computer, printer and office supplies.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to sign the Interagency Agreement with the Washington Traffic Safety Commission and maintain the employment of the Child Passenger Safety Manager.

PASSED BY THE CITY COUNCIL this 23rd day of September, 2014.

Neil Johnson, Jr., Mayor

AUTHENTICATED:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney
INTERAGENCY AGREEMENT
BETWEEN
CITY OF BONNEY LAKE AND WASHINGTON
TRAFFIC SAFETY COMMISSION

THIS AGREEMENT is made and entered into by and between the City of Bonney Lake, hereinafter referred to as “CONTRACTOR,” and the Washington Traffic Safety Commission, hereinafter referred to as “WTSC.”

THE PURPOSE OF THIS AGREEMENT is to provide funding for the CONTRACTOR to manage Washington’s statewide Child Passenger Safety (CPS) program.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK
The CONTRACTOR shall maintain and support an active network of child restraint inspection stations, maintain a sufficient number of CPS technicians, and increase driver awareness and enforcement of Washington’s child restraint laws as described in the Statement of Work attached as Exhibit A.

PERIOD OF PERFORMANCE
The period of performance of this Agreement shall commence on October 1, 2014 and remain in effect until September 30, 2015 unless terminated sooner, as provided herein.

COMPENSATION
Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the Statement of Work will not exceed $264,500 (two hundred sixty-four thousand five hundred dollars). If the CONTRACTOR intends to charge indirect costs, submission of a cost allocation plan or a Federal cognizant agency letter is required. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount.

STATE AND FEDERAL TERMS AND CONDITIONS:

ACTIVITY REPORTS
The CONTRACTOR agrees to submit quarterly reports and a final report on the activity of this project in the form provided by the WTSC entitled “Traffic Safety Project Report” and incorporated by reference as Exhibit B. Final reports are to be detailed and must describe whether the project objectives were accomplished, if technical and fiscal problems were encountered, and what improvements in traffic safety have resulted or probably will result. Included in the final report will be copies of publications, training reports and any statistical
data generated in project execution. The final report is to be submitted to WTSC within 30 days of termination of this Interagency Agreement.

ADVANCE PAYMENTS PROHIBITED
No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the WTSC.

AGREEMENT ALTERATIONS AND AMENDMENTS
This Agreement 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.

ALL WRITINGS CONTAINED HEREIN
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

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 prior written consent of the party, which consent shall not be unreasonably withheld. The CONTRACTOR shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the Statement of Work outlined in Exhibit A. All third-party awards must allow for the greatest practical competition in accordance with applicable procurement rules and procedures.

ATTORNEYS' FEES
In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

BILLING PROCEDURE
The CONTRACTOR shall submit invoices for reimbursement with supporting documentation to WTSC monthly. All invoices for reimbursement shall be submitted using the A-19 attached as Exhibit C or its pre-approved equivalent. Payment to the CONTRACTOR for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, must be received by WTSC no later than August 15. All invoices for goods or services performed on or prior to September 30, must be received by WTSC no later than November 15.
BUY AMERICA ACT
The CONTRACTOR will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

CONFIDENTIALITY / SAFEGUARDING OF INFORMATION
The CONTRACTOR shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the WTSC, or as may be required by law.

COST PRINCIPLES
Costs incurred under this Agreement shall adhere to provisions of OMB 2 CFR Part 225 and 49 CFR Part 18 for state and local agencies, OMB Circulars A-21 and A-110 for educational institutions, and OMB Circular A-122 for nonprofit entities. The CONTRACTOR shall not utilize Federal grant funds to replace routine and/or existing State or local expenditures; or utilize Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.

COVENANT AGAINST CONTINGENT FEES
The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for the purpose of securing business. The WTSC shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DEBARMENT AND SUSPENSION
Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the CONTRACTOR (hereinafter in this section referred to as “prospective lower tier participant”) is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who
is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, 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.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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 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.

DRUG-FREE WORKPLACE
In accordance with the Drug-Free Workplace Act of 1988 (41 USC 8103 and 42 USC 12644), the CONTRACTOR shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such provision. The CONTRACTOR shall establish a drug-free awareness program and require that employees provide notification of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such incident. The CONTRACTOR shall notify WTSC within ten days after such notification by an employee engaged in the performance of the grant. Within 30 days, the CONTRACTOR will take appropriate personnel action against such employee, up to and including termination, and require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
In accordance with FFATA, the CONTRACTOR shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity if:
(i) the entity in the preceding fiscal year received—

I. 80 percent or more of its annual gross revenues in Federal awards;

II. $25,000,000 or more in annual gross revenues from Federal awards; and

(ii) 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 or section 6104 of the Internal Revenue Code of 1986;

**FEDERAL LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.
In the event of an 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:

a. Applicable state and federal statutes and rules;
b. Terms and Conditions of this agreement;
c. Any Amendment executed under this Contract;
d. Any Statement of Work executed under this Contract; and
e. Any other provisions of the agreement, including materials incorporated by reference.

INCOME
Income earned by the CONTRACTOR with respect to the conduct of the Statement of Work (e.g. sale of publications, registration fees, service charges) must be accounted for and income applied to project purposes or used to reduce project costs.

INDEMNIFICATION
To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless state, agencies of state and all officials, agents and employees of state, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. The CONTRACTOR’s obligation to indemnify, defend, and hold harmless includes any claim by the CONTRACTOR’s agents, employees, representatives, or any subcontractor or its employees.

The CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the state for any claim arising out of or incident to CONTRACTOR’s or any subcontractor’s performance or failure to perform the Contract. The CONTRACTOR’s obligation to indemnify, defend, and hold harmless the state shall not be eliminated or reduced by any actual or alleged concurrent negligence of state or its agents, agencies, employees and officials.

The CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless state and its agencies, officials, agents or employees.

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.

INDUSTRIAL INSURANCE COVERAGE
The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the WTSC may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. The WTSC may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the WTSC under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I’s rights to collect from the CONTRACTOR.
LICENSING, ACCREDITATION AND REGISTRATION
The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

NONDISCRIMINATION
The CONTRACTOR will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to:
(a) Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin;
(b) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex;
(c) Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, which prohibits discrimination on the basis of disabilities;
(d) the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
(e) the Civil Rights Restoration Act of 1987, which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities;
(f) the Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse;
(g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
(h) Sections 523 and, relating to confidentiality of alcohol and drug abuse patient records;
(i) Title VIII of the Civil Rights Act of 1968, as amended, relating to nondiscrimination in the sale, rental or financing of housing;
(j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
(k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

In the event the CONTRACTOR is in non-compliance or refuses to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the WTSC. 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.

POLITICAL ACTIVITY (HATCH ACT)
The CONTRACTOR will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
RECORDS MAINTENANCE
The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

REGISTRATION WITH DEPARTMENT OF REVENUE
The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

RIGHT OF INSPECTION
The CONTRACTOR shall provide right of access to its facilities to the WTSC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

The CONTRACTOR shall make available information necessary for WTSC to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The CONTRACTOR shall upon request make available to the WTS and the U.S. Secretary of the Department of Health & Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this contract.

RIGHTS IN DATA
Unless otherwise provided, data that originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act and shall be owned by the WTSC and the State Of Washington. 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 data,
including all intellectual property rights, to the WTSC effective from the moment of creation. Data shall include, but not be 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.

The CONTRACTOR may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by the National Highway Traffic Safety Administration (NHTSA) and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

**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, the WTSC may terminate the contract under the "Termination for Convenience" clause, without the ten day notice requirement, subject to renegotiation at the WTSC's discretion under those new funding limitations and conditions.

**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.

**SITE SECURITY**

While on AGENCY premises, the CONTRACTOR, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**STATE LOBBYING**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
TAXES
All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

TERMINATION
Either party may terminate this Agreement upon thirty (30) days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE
If, for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure of violation is not corrected, this Interagency Agreement may be terminated immediately by written notice of the aggrieved party to the other.

TERMINATION FOR CONVENIENCE
Except as otherwise provided in this contract, the WTSC may, by 10 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, the WTSC 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.

TREATMENT OF ASSETS
1. Title to all property furnished by the WTSC shall remain property of the WTSC. 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 the WTSC 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 the WTSC 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 the WTSC in whole or in part, whichever first occurs.
2. Any property of the WTSC furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this contract.
3. The CONTRACTOR shall be responsible for any loss or damage to property of the WTSC which 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.
4. If any WTSC property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

5. The CONTRACTOR shall surrender to the WTSC all property of the CONTRACTOR prior to settlement upon completion, termination or cancellation of this contract.

6. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR's employees, agents or Subcontractors.

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 a writing signed by an authorized representative of the party and attached to the original Agreement.

DESIGNATED CONTACT
The following named individuals will serve as designated contacts for each of the parties, for all communications and billings regarding the performance of this Agreement:

<table>
<thead>
<tr>
<th>The Contact for the CONTRACTOR is:</th>
<th>The Contact for WTSC is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cesi Velez</td>
<td>MJ Haught</td>
</tr>
<tr>
<td>Project Manager</td>
<td>Program Manager</td>
</tr>
<tr>
<td>Washington Child Passenger Safety</td>
<td>621 8th Ave SE, Suite 409</td>
</tr>
<tr>
<td>18421 Veterans Memorial Drive E.</td>
<td>PO Box 40944</td>
</tr>
<tr>
<td>Bonney Lake, WA 98391</td>
<td>Olympia, WA 98504-0444</td>
</tr>
<tr>
<td><a href="mailto:velezc@ci.bonney-lake.wa.us">velezc@ci.bonney-lake.wa.us</a></td>
<td><a href="mailto:mjhaught@wtsc.wa.gov">mjhaught@wtsc.wa.gov</a></td>
</tr>
<tr>
<td>253.447.3257</td>
<td>360.725.9879</td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF BONNEY LAKE

Signature

Neil Johnson, Jr.

Printed Name

Mayor

Title

September 23, 2014

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Darrin Grondel

Printed Name

Director

Title

Date
Exhibit A

STATEMENT OF WORK

The following goals:

A. Maintain and support an active network of child restraint inspection stations.
B. Maintain a sufficient number of child passenger safety technicians.
C. Increase driver awareness and enforcement of Washington’s child restraint law.

Will be achieved using the following strategies:

A.
• Establish, utilize, and support a statewide child passenger safety network that includes agencies and organizations such as Target Zero Task Forces, SafeKids Coalitions, and local CPS Teams.
• Provide grant funding to support child restraint inspection stations with tools, signs, car/booster seats, clipboards, etc.
• Support child restraint distribution programs with an emphasis to underserved areas. Require the targeting of families demonstrating a financial need. A nationally certified car seat technician must provide education on proper child restraint use and installation.

B.
• Provide easy access for technicians to requirements for recertification: instructor for seat sign-offs, continuing education unit (CEU) opportunities, and awareness of local inspection events.
• Strongly encourage attendance of potential students to a Car Seat Awareness Class. This helps to ensure interested students are aware of the time commitment and degree of work involved.
• Provide grant funding to host Child Passenger Safety Technician courses.

C.
• Develop and provide education to law enforcement to identify unlawful or non-use of child restraints.
• Utilize Click-it or Ticket to encourage community wide information plus enhanced enforcement campaign to increase child restraint use.
• Promote Car Seat Awareness Class among Public Health, DSHS transporters, foster parents, WIC, parents, caregivers, grandparents, social work, CPS, daycare, preschool, medical professionals, teachers, EMS, fire, police, nurses, pediatricians, and other child transporters.
• Provide resources to local cps teams to educate the public on resources, proper use and installation, and Washington’s Child Restraint Law.
MILESTONES

<table>
<thead>
<tr>
<th>Milestone or Deliverable</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utilization of designated budget for local grant program</td>
<td>9/30/15</td>
</tr>
<tr>
<td>Continuous updates to curriculum used for law enforcement and car seat awareness class</td>
<td>9/30/15</td>
</tr>
<tr>
<td>Child Passenger Safety Technician (CPST) courses held throughout Washington</td>
<td>9/30/15</td>
</tr>
<tr>
<td>One day workshop held for CPST-Instructors only</td>
<td>4/30/15</td>
</tr>
</tbody>
</table>

MEASUREMENT

The goals:

A. Maintain and support an active network of child restraint inspection stations.
B. Maintain a sufficient number of child passenger safety technicians.
C. Increase driver awareness and enforcement of Washington’s child restraint law.

Will be measured as follows:

A. Current list of child restraint inspection resources in Washington
   A. Car seat inspections conducted
   A. Car and booster seats distributed

B. Number of CPST courses held and location
   B. Number of Washington State nationally certified car seat technicians and CPST instructors

C. Efforts made to educate child transporters, law enforcement, and general public

BUDGET

Funding will be utilized for Project Manager salary, benefits and costs associated with housing at Bonney Lake Police Department. Washington’s child passenger safety program will offer grants to cps teams to support local efforts. Contractual services will include providing Instructor seat sign-offs and training opportunities for acquiring continuing education units.
(CEUs) necessary for the national recertification process. There will also be funding dedicated to educational materials for caregivers and law enforcement.

<table>
<thead>
<tr>
<th>Project costs</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee salary and benefits</td>
<td>$105,000</td>
</tr>
<tr>
<td>Travel (includes in-state and out-of-state travel)</td>
<td>$9,700</td>
</tr>
<tr>
<td>Contractual Services (usually involves a 3rd party service provider)</td>
<td>$15,000</td>
</tr>
<tr>
<td>Bonney Lake Police Department indirect cost</td>
<td>$24,300</td>
</tr>
<tr>
<td>Goods and other expenses</td>
<td>$10,500</td>
</tr>
<tr>
<td>State grant program (processed through WTSC)</td>
<td>$100,000</td>
</tr>
</tbody>
</table>
Quarterly reports will be due as follows:

- October 1 – December 31 Due January 15
- January 1 – March 31 Due April 15
- April 1 – June 30 Due July 15
- July 1 – September 30 Due October 15

Project reports will be submitted using the format below.

GOALS
A. Maintain and support an active network of child restraint inspection stations.
B. Maintain a sufficient number of child passenger safety technicians.
C. Increase driver awareness and enforcement of Washington’s child restraint law.

<table>
<thead>
<tr>
<th>CHILD PASSENGER SAFETY ACTIVITY</th>
<th># OF ACTIVITIES</th>
<th>ACTIVITY</th>
<th>NUMBER REACHED</th>
<th># OF MATERIALS CHECKED</th>
<th># OF CAR SEATS DISTRIBUTED</th>
<th># SEATS DISTRIBUTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>GRANT AWARD</td>
<td>COUNTY/ORG</td>
<td>DATE</td>
<td>Oct/Nov/Dec 2014</td>
<td></td>
<td></td>
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</table>

Problems/challenges:

Favorable Developments:
**Project Title:** WA Child Passenger Safety  M1CPS15-01  CFDA 20.616

**Inclusive Dates of Claim:** From:

Submitted herewith for payment are expenditures made for services made for services performed and/or supplies and materials received during the above period. Original documentation including time slips, invoices and vouchers are maintained with hosting agency. Ensure duplicate copies of a timesheet summary, invoices, vouchers, etc. are attached. Invoice must be received by WTSC no later than the 15th of each month following the current billing cycle.

<table>
<thead>
<tr>
<th>Project Budget</th>
<th>Expenditures Claimed This Period</th>
<th>Cumulative Expenditures to Date</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee salary &amp; benefits</td>
<td>105,000</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Travel</td>
<td>9,700</td>
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<tr>
<td>Contractual services</td>
<td>15,000</td>
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</tr>
<tr>
<td>Equipment</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Indirect</td>
<td>24,300</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Goods &amp; other expenses</td>
<td>10,500</td>
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<td>0</td>
</tr>
<tr>
<td><strong>ADJUSTED TOTAL</strong></td>
<td><strong>164,500</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
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City of Bonney Lake, Washington
Council Agenda Bill (CAB)

<table>
<thead>
<tr>
<th>Department/Staff Contact:</th>
<th>Meeting/Workshop Date:</th>
<th>Agenda Bill Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police / Dana Powers</td>
<td>16 September 2014</td>
<td>AB14-114</td>
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</table>

<table>
<thead>
<tr>
<th>Agenda Item Type:</th>
<th>Ordinance/Resolution Number:</th>
<th>Councilmember Sponsor:</th>
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</thead>
<tbody>
<tr>
<td>Resolution</td>
<td>2409</td>
<td>Councilmember Watson</td>
</tr>
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</table>

**Agenda Subject:** Washington's Traffic Safety for Youth State Program Director

**Full Title/Motion:** A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, To Continue Employment Of Our Child Passenger Safety (CPS) Program Manager. This FTE Will Be A Fully Funded Position From A Grant Awarded By The Washington Traffic Safety Commission.

**Administrative Recommendation:** Approve

**Background Summary:** The Bonney Lake Police Department has housed the Child Passenger Safety (CPS) program manager since January 2012. This is a re-occurring grant to continue housing the CPS program manager in our facility. The City of Bonney Lake will continue to receive $105,000.00 for salary and benefits, $9,700.00 for travel (in-out of state), $15,000.00 for Contractual Services, $10,500 for goods and other expenses, $100,000.00 for State grant program (mini grants processed through Washington Traffic Safety Commission) and $24,300.00 to the Bonney Lake Police Department for indirect costs associated with the program.

This program has had great success and shows that the City of Bonney Lake and the Bonney Lake Police Department are strong leaders in the area of child passenger safety. The Washington Traffic Safety Commission has made great strides in the reduction of fatalities due to restraint awareness, speed and DUI enforcement. By our continued partnership with the Washington Traffic Safety Commission, the Bonney Lake Police Department will continue to be the leaders in an effort to reduce the amount of youth deaths and serious injuries in vehicles state wide as well as leading the way nationally.

**Attachments:** Interagency Agreement between Bonney Lake Police Department and Washington Traffic Safety Commission.

**BUDGET INFORMATION**

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Required Expenditure</th>
<th>Budget Impact</th>
<th>Budget Balance</th>
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</thead>
<tbody>
<tr>
<td>264,500.00</td>
<td>264,500.00</td>
<td>0</td>
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</table>

**Budget Explanation:** No Anticipated Budget Impact.

**COMMITTEE, BOARD & COMMISSION REVIEW**

**Council Committee Review:** Public Safety  
Date: 15 September 2014

<table>
<thead>
<tr>
<th>Approvals:</th>
</tr>
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<tbody>
<tr>
<td>Watson, Chair</td>
</tr>
<tr>
<td>Rackley, Councilmember</td>
</tr>
<tr>
<td>Hamilton, Councilmember</td>
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Forward to: Council Meeting

Consent Agenda: Yes  No

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

<table>
<thead>
<tr>
<th>Workshop Date(s):</th>
<th>Meeting Date(s):</th>
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<tr>
<td></td>
<td>September 23, 2014</td>
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<table>
<thead>
<tr>
<th>Public Hearing Date(s):</th>
<th>Tabled to Date:</th>
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<tr>
<td></td>
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<tr>
<td>APPROVALS</td>
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<tr>
<td>-----------</td>
<td></td>
</tr>
<tr>
<td>Director: DP</td>
<td></td>
</tr>
<tr>
<td>Mayor:</td>
<td></td>
</tr>
<tr>
<td>Date Reviewed by City Attorney: N/A</td>
<td></td>
</tr>
<tr>
<td>(if applicable):</td>
<td></td>
</tr>
</tbody>
</table>

N\everyone\_AGENDA BILLS\2014agbl\AB14-114 Interagency agreement for CPS with WTSC.doc
Version 10-2010