

RESOLUTION NO. 1798

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERAGENCY AGREEMENT WITH THE WASHINGTON TRAFFIC SAFETY COMMISSION REGARDING FUNDING FOR A TARGET ZERO LAW ENFORCEMENT LIAISON AND TO EXECUTE SIMILAR SUBSEQUENT AGREEMENTS

WHEREAS, the Washington Traffic Safety Commission (WTSC) provides funding to local law enforcement agencies to provide a "Target Zero" law enforcement liaisons (LEL) to work with state and local organizations to develop and implement statewide initiatives focusing on traffic safety education and law enforcement relating to WTSC's High Visibility Enforcement campaigns; and

WHEREAS, in order to receive LEL funding from WTSC for 2017/18, the City is required to execute the Interagency Agreement attached hereto as Exhibit A; and


WHEREAS, the Interagency Agreement sets forth the terms and conditions of the funding and the LEL program; and

WHEREAS, the Interagency Agreement runs from October 10, 2017 through September 30, 2018; and

WHEREAS, the City will be required to execute similar agreements for succeeding funding years; now therefore


BE IT RESOLVED that the Fife City Council hereby authorizes the City Manager to execute on behalf of the City the Interagency Agreement between Washington Traffic Safety Commission and City of Fife for a Target Zero Law Enforcement Liaison in the form attached hereto as Exhibit A, and further authorizes the City Manager to execute subsequent WTSC LEL funding agreements in substantially the same form upon approval as to form by the City Attorney's office.

ADOPTED by the City Council at an open public meeting held on the 14th day of November, 2017.



Kim Roscoe, Mayor

Attest:



~~Angela Woods, City Clerk~~
Brodie Kala, Acting City clerk

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CONTRACT FOR SERVICES

BETWEEN THE

WASHINGTON TRAFFIC SAFETY COMMISSION

AND

Fife Police Department

WEMS Vendor Contract

THIS CONTRACT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and Fife Police Department, hereinafter referred to as "CONTRACTOR."

CONTRACTOR contact info:

Name: Kevin Farris

Address: 3737 Pacific Hwy. E. #110, Fife, WA, 98424

Email: kfarris@cityoffife.org

EIN#: 91-6012977

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. THE PURPOSE OF THIS CONTRACT

The purpose of this Contract is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Catalog of Federal Domestic Assistance (CFDA) #20.600, for work to be accomplished under traffic safety grant project .

2. PERIOD OF PERFORMANCE

The period of performance of this Contract shall commence upon the date of execution by both Parties or October 10, 2017, whichever is later, and remain in effect until September 30, 2018, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

The CONTRACTOR shall carry out the provisions of the Contract described here as the Statement of Work

(SOW):

1. Support local Target Zero Managers in planning and executing High Visibility Enforcement campaigns
2. Solicit agencies to participate in the WTSC High Visibility Enforcement mobilizations for the fiscal year 2018.
3. Promote proven traffic safety countermeasures, and enforcement strategies.
4. Increase officer commitment and effectiveness during the WTSC High Visibility Enforcement mobilizations and other Target Zero enforcement activities.
5. Promote training in local region for law enforcement participants. (webinars, ARIDE, DRE, traffic safety classes, etc)
6. Increase law enforcement officers understanding of strategies for HVE campaigns, including participation requirements, expected results and outcomes, and related communications activities.
7. Assist the WTSC by providing the law enforcement perspective as we develop plans for local and statewide traffic safety programs.
8. Provide earned media support during WTSC High Visibility Enforcement mobilizations and other traffic safety media interests.
9. Communicate via email, telephone, and in person with the WTSC Statewide LEL. The partnership between the region LEL and the WTSC Statewide LEL will enhance the support for the TZM, and promote further collaboration concerning WTSC HVE mobilizations and other Target Zero activities.
10. Create and maintain a point of contact list for each law enforcement agency. This list should be used to disseminate pertinent documents and HVE information.
11. Participate in WTSC-sponsored or approved professional development conferences or training, and attend semi-annual TZM/LEL meeting or other development training as assigned or upon approval. (Summary of the event may be requested by WTSC)
12. In Target Zero Team regions, the LEL will work with the Target Zero Manager to review local traffic data, plan operations and assist in the coordination of the Target Zero Team HVE.
13. WTSC will reimburse CONTRACTOR for designated LEL's work as follows:
 - a. Overtime hours worked serving as WTSC's LEL – Reimbursement will be paid at the rate of not more than 1.5 times the officer's hourly rate plus CONTRACTOR's contributions to employee benefits including FICA, Medicare, Worker's Compensation, and unemployment.
 - b. Incidental costs such as copying, phone calls, equipment purchases, etc., must be approved in advance by WTSC.
 - c. Equipment may be purchased at the documented hourly rate of the LEL in lieu of overtime. Prior approval for any equipment purchases must be obtained in writing from WTSC and such requests shall be accompanied by a completed time log.
14. WTSC will reimburse for travel, and training expenses, as needed, at the state per diem rate. LEL travel must be pre-approved by the WTSC.
 - a. No salaries and benefits for the LEL or his/her backfill qualify for reimbursement.

3.1 MILESTONES AND DELIVERABLES

The CONTRACTOR shall meet the milestones and make the deliverables as set forth in this section.

Milestone OR Deliverable Description Completed by Date

TZT/LEL Meeting (fall)	12/31/2017
TZT/LEL Meeting (spring)	06/30/2018
Final Report	10/31/2018

3.2 COMPENSATION

The cost of accomplishing the work described in the SOW will not exceed \$2,000.00. Payment for satisfactory performance of the work shall not exceed this amount unless the Parties mutually agree to a higher amount in a written Amendment to this Contract executed by both Parties.

3.3 SUMMARY OF CONTRACT COSTS

The costs for the work under the SOW to be provided by the CONTRACTOR or CONTRACTOR'S SUB-CONTRACTOR are as follows:

SUMMARY OF COSTS	AMOUNT
Employee salaries and benefits:	\$1,000.00
Travel (includes in-state and out-of-state travel):	\$1,000.00
Contract Services (usually involves a 3rd party service provider):	\$0.00
Equipment (listed in the table below):	\$0.00
Goods or other expenses (examples: office/printing supplies, postage, software, conference registration fees):	\$0.00
Indirect Costs	\$0.00
TOTAL:	\$2,000.00

4. DEFINITIONS:

4.1 As used throughout this Contract, the following terms shall have the meaning set forth below:

4.1.1. "WTSC" shall mean the Washington Traffic Safety Commission of the state of Washington, any division, section, office, unit, or other entity of the WTSC, or any of the officers or other officials lawfully representing that WTSC.

4.1.2. "AGENT" shall mean the WTSC Director and/or the delegate authorized in writing to act on the Director's behalf.

4.1.3. "CONTRACTOR" shall mean the firm, provider, organization, individual, or other entity performing services under this Contract, and shall include all employees of the CONTRACTOR.

4.1.4. "SUB-CONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this Contract or under a separate Contract with the CONTRACTOR. The terms

"SUB-CONTRACTOR" and "SUB-CONTRACTORS" means SUB-CONTRACTOR in any tier.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

5. ACTIVITY REPORTS

The CONTRACTOR will submit reports on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The CONTRACTOR will include copies of publications, training reports, and any statistical data generated in project execution in the reports.

6. 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.

7. AGREEMENT ALTERATIONS AND AMENDMENTS

This Contract may be amended by mutual agreement of the Parties in the form of a written Amendment to this Contract. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties.

8. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the Parties hereto.

9. ASSIGNMENT

The CONTRACTOR may not assign the work to be provided under this Contract, in whole or in part, without the express prior written consent of the WTSC, 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 SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Contract include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Contract in sections 35 through 43.

10. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Contract terms, each Party agrees to bear its own attorney fees and costs.

11. BILLING PROCEDURE

The CONTRACTOR shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted using a standard Form A-19 provided by WTSC 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 such properly documented invoices acceptable to WTSC. Upon expiration of the Contract, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Contract. All invoices for goods received or services performed on or prior to June 30, 2018, must be received by WTSC no later than August 10, 2018. All invoices for goods received or services performed between July 1, 2018, and September 30, 2018, must be received by

WTSC no later than November 15, 2018.

12. 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.

13. COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Contract or to obtain approval of any application for federal financial assistance for this Contract. The WTSC shall have the right, in the event of breach of this section by the CONTRACTOR, to annul this Contract without liability.

14. DISPUTES

14.1. Except as otherwise provided in this Contract, when a dispute arises between the Parties and it cannot be resolved by direct negotiation, either Party may request a dispute review by the AGENT.

14.2. The request for a dispute review ("Requestor's Statement") must:

14.2.1. Be in writing.

14.2.2. State the disputed issue(s).

14.2.3. State the relative positions of the requester's Party.

14.2.4. State the Designated Contact's name, address, and telephone number.

14.2.5. Be submitted by mail or electronic correspondence (email) to the AGENT and the other Party's Designated Contact within three working days after the Parties agree that they cannot resolve the dispute.

14.3. Within five working days after receipt of the Requestor's Statement, the other Party's Designated Contact shall send a written response to the Requestor's Statement to both the AGENT and the requester.

14.4. The AGENT shall review the written statements and provide a resolution reply in writing to both Parties within 10 working days after receiving the second Party's written response. The AGENT may extend this period if necessary to allow more time for review or to collect more information from the Parties by notifying both Parties.

14.5. The Parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

14.6. Nothing in this Contract shall be construed to limit the Parties' choice of a mutually-acceptable alternate dispute resolution method in addition to or in lieu of the dispute resolution procedure outlined above.

15. GOVERNANCE

15.1. This Contract 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 Contract shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Contract

15.2.3. Any Amendment executed under this Contract

15.2.4. Any SOW executed under this Contract

15.2.5. Any other provisions of the Contract, including materials incorporated by reference

16. INDEMNIFICATION

16.1. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Contract and/or the CONTRACTOR'S performance or failure to perform any aspect of the Contract. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the CONTRACTOR, its officers, employees, agents, and subcontractors. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the CONTRACTOR, its officers, employees, agents, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR, its officers, employees, agents, or subcontractors.

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

16.3. The indemnification and hold harmless provision shall survive termination of this Contract.

17. INDEPENDENT CAPACITY

The Parties intend that an independent contractor relationship will be created by this Contract. The CONTRACTOR and his or her employees or agents performing under this Contract are not employees or agents of the WTSC. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of the WTSC or of the state of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege, or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

18. INSURANCE COVERAGE

18.1. The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

18.2. If the CONTRACTOR is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Contract, the CONTRACTOR shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the CONTRACTOR and WTSC from risks associated with executing the SOW associated with this Contract.

19. 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. The CONTRACTOR shall

complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Contract.

20. OVERPAYMENTS AND ASSERTION OF LIEN

In the event that the WTSC determines that overpayments or erroneous payments were made to the CONTRACTOR under this Contract, the WTSC may secure repayment plus interest, if any, through the filing of a lien against the CONTRACTOR's real property or by requiring the posting of a bond, assignment of deposit, or some other form of security acceptable to the WTSC, or by doing both.

21. PRIVACY

21.1. Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification, or loss. CONTRACTOR shall ensure its directors, officers, employees, sub-contractors, or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR agrees not to, and will ensure that its sub-contractor's do not, release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons personal information without the express written consent of the WTSC, or as otherwise required by law, including as required under RCW 42.56 Public Records Act.

21.2. Any breach of this section may result in termination of the Contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the WTSC for any damages related to the CONTRACTOR'S unauthorized use of personal information.

22. PUBLICITY

The CONTRACTOR agrees to submit to the WTSC all advertising and publicity matters relating to this Contract wherein the WTSC's name is mentioned or language used from which the connection of the WTSC'S name may, in the WTSC'S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of the WTSC.

23. RECORDS MAINTENANCE

23.1. During the term of this Contract and for six years thereafter, the CONTRACTOR shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Contract will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

23.2. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

24. 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 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 WTSC and the U.S. Secretary of the Department of Health and 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.

25. RIGHTS IN DATA

25.1. WTSC and CONTRACTOR agree that all data and work products (collectively called "Work Product") pursuant to this Contract shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

25.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the CONTRACTOR assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

25.3. For Work Product delivered under the Contract that incorporates pre-existing materials not produced under the Contract, CONTRACTOR hereby grants to the WTSC a nonexclusive, royalty-free, irrevocable license in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, publicly display, sub-license to others, and otherwise use such materials. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the WTSC. The WTSC shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

25.4. The CONTRACTOR shall provide WTSC prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any Work product delivered under this Contract.

25.5. The CONTRACTOR may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications, including written, visual, or sound, contain acknowledgment of the support provided by NHTSA and the WTSC. The CONTRACTOR shall disclose any discovery or invention derived from work performed under this project within a reasonable time after it is made to the WTSC, who will determine through NHTSA whether NHTSA or WTSC will seek patent protections pursuant to Title 35 USC, how any rights will be administered, and other actions required to protect the public interest.

26. 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 completion of the SOW under this Contract, the WTSC may terminate the Contract under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Contract is then subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

27. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract 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 Contract, and to this end the provisions of this Contract are declared to be severable.

28. SITE SECURITY

While on WTSC premises, the CONTRACTOR, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies or applicable regulations.

29. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

30. TERMINATION FOR CAUSE

If the CONTRACTOR does not fulfill in a timely and proper manner its obligations under this Contract or violates any of these terms and conditions, the WTSC will give the CONTRACTOR written notice of such failure or violation, and may terminate this Contract immediately. At the WTSC's discretion, the CONTRACTOR may be given 15 days to correct the violation or failure. In the event that the CONTRACTOR is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Contract may be terminated at the end of that period by written notice of the WTSC.

31. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, either Party may terminate this Contract, without cause or reason, with 30 days written notice to the other Party. 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.

32. TERMINATION PROCEDURES

32.1. Upon termination of this Contract, the WTSC, in addition to any other rights provided in this Contract, may require the CONTRACTOR to deliver to the WTSC any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "TREATMENT OF ASSETS" clause shall apply in such property transfer.

32.2. The WTSC shall pay the CONTRACTOR the agreed-upon price, if separately stated, for completed work and services accepted by the WTSC, and the amount agreed upon by the CONTRACTOR and the WTSC for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, if appropriate, (iii) other property or services that are accepted by the WTSC, and (iv) the protection and preservation of property, unless the termination is for default or for cause, in which case the AGENT shall determine the extent of the liability of the WTSC. Failure to agree with such determination shall be a dispute within the meaning of the "DISPUTES" clause of this Contract. The WTSC may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect the WTSC against potential loss or liability.

32.3. The rights and remedies of the WTSC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

32.4. After receipt of a notice of termination, and except as otherwise directed by the AGENT, the CONTRACTOR shall:

32.4.1. Stop work under the Contract on the date, and to the extent specified, in the notice.

32.4.2. Place no further orders or sub-contracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated.

32.4.3. Assign to the WTSC, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and sub-contracts so terminated, in which case the WTSC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts.

32.4.4. Resolve all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause.

32.4.5. Transfer title to the WTSC and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the Contract had been completed, would have been required to be furnished to the WTSC.

32.4.6. Complete performance of any such part of the work as shall not have been terminated by the AGENT.

32.4.7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the CONTRACTOR and in which the WTSC has or may acquire an interest.

33. TREATMENT OF ASSETS

33.1. 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.

33.2. 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.

33.3. 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.

33.4. 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.

33.5. The CONTRACTOR shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Contract.

33.6. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR's employees, agents, or sub-contractors.

34. WAIVER

A failure by either Party to exercise its rights under this Contract shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS
(23 CFR PART 1300 APPENDIX A):

35. BUY AMERICA ACT

The CONTRACTOR will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the CONTRACTOR to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items 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. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

36. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

36.1. By signing this Contract, the CONTRACTOR (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

36.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the 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.

36.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

36.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

36.5. The lower tier participant agrees by signing this Contract that 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 NHTSA.

36.6. The lower tier participant further agrees by signing this Contract that it will include the clause titled "Instructions for Lower Tier Certification" including the "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, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

36.7. 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.

36.8. 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.

36.9. Except for transactions authorized under paragraph 36.5. 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, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

36.10. The lower tier participant certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

37. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

37.1. The CONTRACTOR shall:

37.1.1. 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 prohibition.

37.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the CONTRACTOR'S policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

37.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 37.1.1. of this section.

37.1.4. Notify the employee in the statement required by paragraph 37.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

37.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 37.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such 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.

37.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

38. 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 the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if 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.

39. FEDERAL LOBBYING

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

39.1.1. 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.

39.1.2. 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.

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

39.2. 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.

40. NONDISCRIMINATION

40.1. During the performance of this Contract, the CONTRACTOR agrees:

40.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

40.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

40.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, US DOT, or NHTSA.

40.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this Contract, the WTSC will have the right to impose such contract sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

40.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

41. POLITICAL ACTIVITY (HATCH ACT)

The CONTRACTOR will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

42. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The CONTRACTOR will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Contract does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

43. STATE LOBBYING

None of the funds under this Contract 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.

44. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursements regarding this Contract:

The Contact for the CONTRACTOR is:	The Contact for WTSC is:
Kevin Farris kfarris@cityoffife.org 253-896-8242	Edica Esqueda eesqueda@wtsc.wa.gov 360-725-9886 ext.

45. AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Contract and bind their respective agencies or entities to the obligations set forth herein

IN WITNESS WHEREOF, the parties have executed this Agreement.

Fife Police Department

Signature

Printed Name

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Printed Name

Title

Date