

CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Sheriff's Office

DATE: October 17, 2017

REQUESTED ACTION: Approve the interlocal agreement with the City of Vancouver as a sub-recipient of its Washington Traffic Safety Commission grant award

BACKGROUND

The Washington Traffic Safety Commission (WTSC) has awarded competitive funding for a traffic safety project and has designated the City of Vancouver to serve as fiscal agent for the \$141,140 awarded countywide. The Clark County Sheriff's Office may use \$5,000 in funding to cover overtime costs of deputies who participate in High Visibility Law Enforcement events targeted to reduce impaired driving throughout Clark County. No local match is required.

The accompanying interlocal agreement (ILA) among Clark County jurisdictions outlines the work to be performed and the state and federal terms and conditions to be followed by all participants.

ADMINISTRATIVE POLICY IMPLICATIONS

There are no anticipated administrative policy implications.

COUNCIL POLICY IMPLICATIONS

There are no anticipated policy implications for the Board of County Councilors.

PREVIOUS REVIEWS AND ACTIONS

None.

COMMUNITY OUTREACH

None.

BUDGET IMPLICATIONS

YES	NO	
	X	Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
X		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

SUBMITTED BY: John Lawler
DATE: October 17, 2017

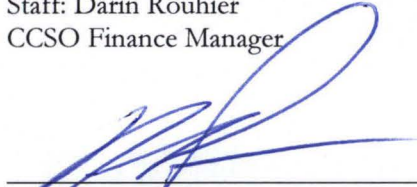
DISTRIBUTION OF COUNCIL STAFF REPORTS:

Distribution of staff reports is made via the Grid. <http://www.clark.wa.gov/thegrid/>
Copies are available by close of business on the Thursday after council deliberations.

SHERIFF'S OFFICE APPROVALS:



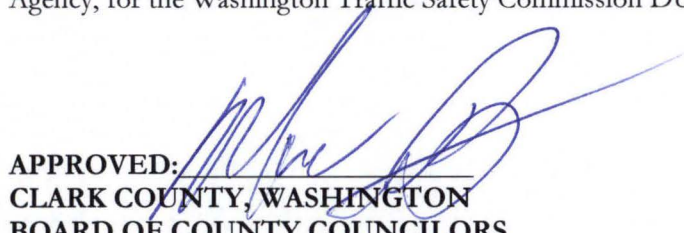
Staff: Darin Rouhier
CCSO Finance Manager



Michael Cooke
Clark County Undersheriff

Attachments:

Interlocal Agreement between the City of Vancouver, WA; and Clark County, WA, the Cities of Battle Ground, Camas, La Center, Ridgefield, and Washougal, WA, and the Clark Regional Emergency Services Agency, for the Washington Traffic Safety Commission DUI Grant Award: Two (2) copies



APPROVED:
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: Oct. 17, 2017

SR# 213-17



Package number	Fund	Prog	Dept	Basele	Obj	Categ	2017-18 EXP inc / REV dec (DR)	2017-18 EXP dec /REV inc (CR)
	0001	402	250	521701	140	012225	5,000	
	0001	000	250	333200	604	012225		5,000

FISCAL IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

The Sheriff's Office will be reimbursed for overtime and other appropriate costs to participate in High Visibility Enforcement events targeting impaired driving throughout Clark County. The request will result in no net fiscal impact.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001 / General Fund	5,000.00	5,000.00	0.00	0.00	0.00	0.00
Total	5,000.00	5,000.00	0.00	0.00	0.00	0.00

II. A – Describe the type of revenue (grant, fees, etc.)

Federal National Highway Traffic Safety Administration funds administered in Washington state by the Washington State Traffic Commission with no match requirement

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
0001/ General Fund	0	5,000.00	5,000.00	0.00	0.00	0.00	0.00
Total		5,000.00	5,000.00	0.00	0.00	0.00	0.00

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies/Equipment						
Travel						
Overtime	5,000.00	5,000.00	0.00	0.00	0.00	0.00
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	5,000.00	5,000.00	0.00	0.00	0.00	0.00

To be posted on City of Vancouver website pursuant to Chapter 39, Laws of Washington 2006 (RCW 39.34.040).

RETURN ADDRESS

City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

CONTRACT NO. _____

**THE STATE OF WASHINGTON
COUNTY OF CLARK**

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF VANCOUVER, WA; AND CLARK COUNTY, WA, THE CITIES OF BATTLE GROUND, CAMAS, LACENTER, RIDGEFIELD, AND WASHOUGAL, WA, AND THE CLARK REGIONAL EMERGENCY SERVICES AGENCY, FOR THE WASHINGTON TRAFFIC SAFETY COMMISSION DUI GRANT AWARD

This Agreement is made and entered into effective October 1, 2017, by and between the City of Vancouver, a first class city of the state of Washington, hereinafter referred to as "VANCOUVER"; and Clark County, the Cities of Battle Ground, Camas, LaCenter, Ridgefield, and Washougal, and the Clark Regional Emergency Services Agency, hereinafter the "SUB-RECIPIENTS". VANCOUVER and the SUB-RECIPIENTS are hereafter referred to collectively as the "PARTIES":

WHEREAS, this Agreement is made under the authority of RCW 39.34.080 (Interlocal Cooperation Act); and

WHEREAS, the Washington Traffic Safety Commission (WTSC), as the statewide administering organization for the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) has awarded competitive funding for traffic safety grant project AG-1817 Collaborative Approaches to Reducing Impaired Driving Fatal Crashes in Clark County and Vancouver; and

WHEREAS, the WTSC has designated the Vancouver Police Department to serve as fiscal agent for the joint funds; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party.

NOW THEREFORE, the PARTIES agree as follows:

Section 1. VANCOUVER agrees to serve as fiscal agent for \$141,140 of WTSC funds awarded.

Section 2. VANCOUVER agrees, based on the WTSC Interagency Agreement with the City of Vancouver, and the WTSC Grants Management Manual, which are attached to this Agreement as Exhibits A and B, respectively, and incorporated herein as if fully set forth, to provide reimbursement for eligible grant activities up to the maximum amounts as follows:

- Clark County, \$5,000;
- Battle Ground, \$14,000;
- Camas, \$600;
- LaCenter, \$600;
- Ridgefield, \$600;
- Washougal, \$5,000;
- Clark Regional Emergency Services Agency, \$6,000;

Each party agrees that funds are to be used to provide support for traffic safety activities detailed in the WTSC Interagency Agreement Scope of Work and other grant documents listed above and incorporated herein. VANCOUVER will provide reimbursement no more than monthly but at least quarterly following completion of performance and after approval for expenses is confirmed by WTSC.

The Washington Traffic Safety Commission will enter into separate interagency agreements with the Washington Liquor Cannabis Board and the Washington State Patrol to administer their funding allocations under this program for \$7,680 and \$600, respectively. This reduces the reimbursable award maximum for Vancouver by \$8,280 from \$149,420 to \$141,140.

Section 3. The parties agree to timely comply with all performance and reporting obligations required by WTSC grant program terms to support the Scope of Work as follows:

3. STATEMENT OF WORK

SUMMARY: Traffic safety is an issue that affects every person who lives or travels through Southwest Washington. Impaired driving is a critical area of importance in Clark County, as Washington State Department of Transportation data shows serious injuries and fatalities involving impaired drivers are increasing, despite decreases statewide. While 2016 data is not yet available, we are confident that we are making a difference and we propose to continue to implement evidence-based practices based on the WTSC High Visibility Enforcement model.

Our goal is to reduce impaired driving-related deaths and serious injury crashes in Clark County by providing compensation for performance of the following Milestones and Deliverables set forth within VANCOUVER's agreement with the WTSC:

Deliverable 1a: Monthly impaired driving emphasis patrol events to focus on high- risk circumstances, including night hours, weekends, significant holidays and local events associated with increased levels of impaired driving, and geographic locations/roadways throughout Clark County with the highest concentrations of impaired driving crashes, targeting those locations with fatalities or serious injuries

Deliverable 1b: Coordinate with the Clark Regional Emergency Services Agency 911 Center for dispatcher support for each enforcement event

Deliverable 1d: Increase inter agency communication, operational engagement, visibility and impact of traffic safety initiatives by coordinating regional and multi-agency activities, including regional HVE events in various jurisdictions throughout the area

Deliverable 1e: Coordinate communication and invite participation in HVE planning to include all law enforcement agencies in the region, including the Washington State Patrol, Clark County Sheriff's Office, and Vancouver, Camas, Washougal, LaCenter, Ridgefield and Battle Ground Police Departments to share information and resources. We will make grant funding available to each department in Clark County to ensure they have the opportunity and resources to participate in WTSC-supported regional impaired driving enforcement activities overtime operations, training opportunities, and wet labs

Deliverable 1g: Coordinate with WLCB to implement the Home Safe Bar program by providing law enforcement officer overtime to partner up with WLCB officers during HVE emphasis patrol events

Deliverable 1h: Provide or participate in multi-disciplinary impaired driving training, education and outreach to law and justice agencies, local leaders, community and stakeholder groups

Deliverable 1k: Work with Washington Liquor Cannabis Board Office to build a Home Safe Bar program in Clark County. WLCB Officers will be partnered with Law Enforcement Officers during HVE patrol events to reduce and prevent impaired driving through the Home Safe Bar Program. HSB teams will focus on high-risk alcohol-serving establishments in and around the geographic areas that law enforcement officers are targeting for HVE DUI patrols. As HVE officers make impaired driving arrests, HSB teams will respond to the reported Place of Last Drink to follow up and address compliance with the bar staff and manager/owner.

3.1. MILESTONES AND DELIVERABLES

In order to be eligible for reimbursement, SUBRECIPIENTS must ensure that each law enforcement officer or dispatcher working a WTSC/VANCOUVER event completes and emails an Officer Activity Log to VANCOUVER at the end of the shift worked.

For High Visibility Law Enforcement events and other eligible activities, SUBRECIPIENTS will provide post-event packets including officer activity logs, A19

forms, overtime certification, and billing within 30 days after the end of each month.

3.2. COMPENSATION

3.2.1. 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 SOW will not exceed the amounts listed for each party in Section 3 above. 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 Agreement executed by both parties.

3.2.2. If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC and VANCOUVER policies, and a federally-approved cost allocation plan may be required to be submitted to the WTSC and VANCOUVER before any performance is conducted under this Agreement.

By executing this Agreement, the parties intend to contract with the other participating law enforcement agencies to provide mutual law enforcement assistance pursuant to RCW 10.93.130 to the extent required to fulfill statement of work set forth above.

The parties agree to comply with the following applicable State and Federal Terms and Conditions:

4. ACTIVITY REPORTS

The SUB-RECIPIENT will submit ongoing activity reports for this project in the forms provided by the WTSC to VANCOUVER via email with the required paperwork for financial reimbursement. The SUB-RECIPIENT will include copies of publications, training reports, and any statistical data generated in project execution in the reports. If required, a final report will be submitted to VANCOUVER within 30 days of termination of this Agreement.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by VANCOUVER and the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

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

7. 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.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of VANCOUVER and the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide VANCOUVER and 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 Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES

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

10. BILLING PROCEDURE

The SUB-RECIPIENT shall submit monthly invoices for reimbursement to VANCOUVER with supporting documentation as VANCOUVER 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 SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by VANCOUVER within 30 days of receipt of such properly documented invoices acceptable to VANCOUVER and WTSC. 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, 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.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT 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 Agreement, except with prior written consent of VANCOUVER and the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

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

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

15.1. 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.

15.2. 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:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

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

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless VANCOUVER and the WTSC, their 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 VANCOUVER or WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against VANCOUVER or WTSC, their officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT

to indemnify and hold harmless or defend VANCOUVER or the WTSC, their agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of VANCOUVER or the WTSC's own officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) VANCOUVER or 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 SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless VANCOUVER and the WTSC, their officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. 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.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT 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 SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT 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 Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT 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 VANCOUVER and 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 Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, VANCOUVER and the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. 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 them 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.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to VANCOUVER and 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 Agreement. The SUB-RECIPIENT shall make available information necessary for VANCOUVER and 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 SUB-RECIPIENT shall upon request make available to VANCOUVER and the WTSC and the United States 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 Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement 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.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT 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.

23.3. The SUB-RECIPIENT 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 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.

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

25. 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.

26. SITE SECURITY

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

27. TAXES

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

28. TERMINATION FOR CAUSE

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

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, VANCOUVER and the WTSC shall be liable only for

payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

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

31. 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.

The parties agree to comply with the following applicable Certifications and Assurances for Highway Safety Grants (23 CFR PART 1300 Appendix A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT 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.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (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.

33.2. 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.

33.3. 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.

33.4. 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.

33.5. The lower tier participant agrees by signing this Agreement 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.

33.6. The lower tier participant further agrees by signing this Agreement 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.

33.7. 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.

33.8. 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.

33.9. Except for transactions authorized under paragraph 33.5. 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

33.10. The lower tier participant certifies, by signing this Agreement, 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.

33.11. 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 Agreement.

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

34.1. The SUB-RECIPIENT shall:

34.1.1. 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.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT'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.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. 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.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. 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.

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

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT 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.

36. FEDERAL LOBBYING

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

36.1.1. 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.

36.1.2. 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.

36.1.3. 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.

36.2. 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.

37. NONDISCRIMINATION

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

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

37.1.2. 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.

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

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

37.1.5. 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.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT 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.

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

The SUB-RECIPIENT 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 Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement 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.

Section 4. The parties agree to support traffic safety during the time frame for which WTSC funds are received by taking the actions set forth in this Agreement and the WTSC Scope of Work.

Section 5. This Agreement shall be effective for the program year defined by the program award as October 1, 2017 through September 30, 2018.

Section 6. No new legal entity is being created by this Agreement.

Section 7. The parties agree to cover their own administrative overhead costs associated with receipt of WTSC funds.

Section 8. Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 9. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 10. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 11. Any party may terminate their participation in this Agreement by providing thirty (30) days written notification to the other party. In the event of early termination, VANCOUVER will provide reimbursement for work completed through the date of termination.

EXECUTED on the day and year first written below.

CITY OF VANCOUVER

City Manager

Date

Approved as to form only:

City Attorney

Attest:

Clerk

Address for Notice:

James McElvain, Police Chief
Vancouver Police Department
City of Vancouver
PO Box 1995
Vancouver, WA 98668

* By law, the City Attorney's Office and Prosecuting Attorney's Office may only advise or approve contracts or legal documents on behalf of their respective clients. They may not advise or approve a contract or legal document on behalf of other parties. Their review of this document was conducted solely from the legal perspective of their respective clients. Their approval as to form of this document was offered solely for the benefit of their respective clients. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

EXECUTED on the day and year first written below.

CITY OF BATTLE GROUND, WASHINGTON

Signing Authority

Date

Clerk

Approved as to form:

Address for Notice:

Bob Richardson, Police Chief
Battle Ground Police Department
City of Battle Ground
507 SW 1st Street
Battle Ground, WA 98604

EXECUTED on the day and year first written below.

CITY OF CAMAS, WASHINGTON

Signing Authority

Date

Clerk

Approved as to form:

Address for Notice:
Mitch Lackey, Police Chief
Camas Police Department
2100 NE 3rd Avenue
Camas, WA 98607

EXECUTED on the day and year first written below.

CLARK COUNTY SHERIFF

BOARD OF COUNTY COUNCILORS



Sheriff, Clark County



Council Chair, Clark County

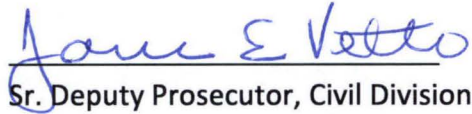
10-2-2017

Date

Oct. 17, 2017

Date

Approved as to form:



Sr. Deputy Prosecutor, Civil Division



Address for Notice:

Chuck Atkins, Sheriff
Clark County Sheriff's Office
707 W 13th Street
Vancouver, WA 98660

EXECUTED on the day and year first written below.

CLARK REGIONAL EMERGENCY SERVICES AGENCY

Signing Authority

Date

Clerk

Approved as to form:

Address for Notice:
Dave Fuller, Director
Clark Regional Emergency Services Agency
710 W 13th Street
Vancouver, WA 98660

EXECUTED on the day and year first written below.

CITY OF LA CENTER, WASHINGTON

Signing Authority

Date

Clerk

Approved as to form:

Address for Notice:

Marc Denney, Police Chief
LaCenter Police Department
105 W 5th Street
LaCenter, WA 98629

EXECUTED on the day and year first written below.

CITY OF RIDGEFIELD, WASHINGTON

Signing Authority

Date

Clerk

Approved as to form:

City Attorney

Address for Notice:

John Brooks, Police Chief
Ridgefield Police Department
116 N Main Avenue
Ridgefield, WA 98642

EXECUTED on the day and year first written below.

CITY OF WASHOUGAL, WASHINGTON

Signing Authority

Date

Clerk

Approved as to form:

Address for Notice:

Ron Mitchell, Police Chief
Washougal Police Department
1320 A Street
Washougal, WA 98671