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JUN 24 2013
Traffic Safety

INTERAGENCY AGREEMENT
BETWEEN
CLALLAM COUNTY SHERIFF'S DEPARTMENT
AND
WASHINGTON TRAFFIC SAFETY COMMISSION

THIS AGREEMENT is made and entered into by and between the Clallam County Sheriff's Department, hereinafter referred to as "HOST AGENCY," and the Washington Traffic Safety Commission, hereinafter referred to as "WTSC."

THE PURPOSE OF THIS AGREEMENT is to provide funding for the HOST AGENCY to provide personnel to serve as the Clallam County Target Zero Manager (hereinafter referred to as TZM.) The TZM shall perform the deliverables described in the Statement of Work, attached as Exhibit "A."

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The HOST AGENCY shall furnish the necessary personnel for the performance of TZM duties as described in the Statement of Work shown in attached Exhibit A.

PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence on July 1, 2013 and remain in effect until June 30, 2014 unless terminated sooner, as provided herein.

COMPENSATION

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the Statement of Work will not exceed \$42,895.00 (62% Federal 38% State, CFDA# 20.600) for salary, benefits, and indirect costs, if applicable. If HOST AGENCY intends to charge indirect costs, submission of a cost allocation plan or a Federal cognizant agency letter is required. It is the intent of this agreement that the Statement of Work be performed consistently throughout the entire period of performance. HOST AGENCY may provide additional funds for costs associated with TZM position.

In such cases that the designated TZM is unable to perform the Statement of Work for more than 30 days, unless HOST Agency has made prior arrangements with WTSC to fulfill the Statement of Work, the HOST AGENCY will not bill WTSC during that period.

BILLING PROCEDURE BETWEEN HOST AGENCY AND WTSC

HOST AGENCY shall submit invoices for reimbursement with supporting documentation to WTSC monthly. Payment to HOST AGENCY for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, **must be received by WTSC no later than August 15.** All invoices for goods or services performed on or prior to September 30, **must be received by WTSC no later than November 15.**

ACTIVITY REPORTS

HOST AGENCY agrees to ensure submittal of quarterly progress reports electronically on the form entitled "Target Zero Manager Quarterly Report" incorporated by reference as Exhibit B.

Quarterly reports are to be detailed and must describe project activity performed in relation to deliverables. Quarterly reports must be submitted to WTSC on the last day of the month following the end of the reporting period. The final report must include a description of the results for the entire year.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising there under, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the party, which consent shall not be unreasonably withheld. The HOST AGENCY shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the Statement of Work outlined in Exhibit A. All third-party awards must allow for the greatest practical competition in accordance with local procurement rules and procedures.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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

RIGHTS IN DATA

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the WTSC and the State Of Washington. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

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

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.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

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

TERMINATION FOR CAUSE

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

COST PRINCIPLES

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

INCOME

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

NONDISCRIMINATION

The HOST AGENCY will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to:

- (a) Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin;
- (b) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, which prohibits discrimination on the basis of disabilities;
- (d) the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- (e) the Civil Rights Restoration Act of 1987, which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities;
- (f) the Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse;

- (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (h) Sections 523 and, relating to confidentiality of alcohol and drug abuse patient records;
- (i) Title VIII of the Civil Rights Act of 1968, as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

BUY AMERICA ACT

The HOST AGENCY will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

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

POLITICAL ACTIVITY (HATCH ACT)

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

FEDERAL LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

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

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

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

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the HOST AGENCY shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity if:

- (i) the entity in the preceding fiscal year received—
 - I. 80 percent or more of its annual gross revenues in Federal awards;
 - II. \$25,000,000 or more in annual gross revenues from Federal awards; and
- (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986;

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

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

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

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

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

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.

DRUG-FREE WORKPLACE

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

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.

DESIGNATED CONTACT

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

The Contact for HOST AGENCY is:	The Contact for WTSC is:
Jim Borte Target Zero Manager (360) 417-2385 jborte@co.clallam.wa.us	Edica Esqueda Program Manager (360) 725-9886 eesqueda@wtsc.wa.gov

IN WITNESS WHEREOF, the parties have executed this Agreement.

AUTHORIZED SIGNATURE



Signature

Michael C. Chapman

Printed Name

Chair, Board of County Commissioners *11 June 2013*

Title *Date*

PROJECT DIRECTOR



Signature

William L. Benedict

Printed Name

Clallam County Sheriff

Title *Date*

WASHINGTON TRAFFIC SAFETY COMMISSION



Signature

Darrin Grondel

Printed Name

Director *6/20/13*

Title *Date*

Exhibit A

STATEMENT OF WORK

- **General.** HOST AGENCY shall provide personnel to serve as the County Target Zero Manager (TZM) providing services consistently for the entire period of performance.
- **Consideration.** WTSC shall reimburse HOST AGENCY for TZM salary, benefits and indirect costs, not to exceed \$42,895.00.
- **Agency Obligations.**
 - HOST AGENCY will provide:
 1. Supervision of TZM
 2. Deliverables as listed below
 - WTSC will provide:
 1. Training and development opportunities including pre-approved travel costs.
 2. Mini-grants for program support
 3. Quarterly county fatality data
- **TZM Objectives and Deliverables.** The work of the Target Zero Manager shall fulfill the following objectives and deliverables.
 - **Objective 1** - Build consensus among the local traffic safety task force toward the development of comprehensive and collaborative traffic safety solutions guided by the Washington State Strategic Highway Safety Plan, *Target Zero*.
 - Deliverables
 - Create, update, and utilize a Traffic Safety task force strategic plan built on data-driven analysis.
 - Lead and coordinate the Task Force in defining and prioritizing objectives, preparing work plans and schedules, and driving performance.
 - Plan and conduct regular meetings as agreed upon by parties.
 - Promote the value of membership to stakeholders.
 - Follow-up on meeting outcomes and action items.
 - Deliver or coordinate exceptional public presentations at media events and other meetings to educate constituents, promote ideas, and build knowledge and skills in stakeholders.
 - Coordinate task force activities with the Law Enforcement Liaison.
 - Manage web and social media presence for the Traffic Safety Task Force.
 - Develop, coordinate, and actively participate in relevant conferences and training events.
 - Develop traffic safety project proposals utilizing proven strategies or innovative proofs of concept.

Objective 2 - Develop, implement and monitor specific programs as directed by the Washington Traffic Safety Commission or address local traffic safety problems.

Deliverables

- Coordinate national high visibility enforcement mobilizations.
- Manage the implementation of the Target Zero Teams project (if applicable.)
- Lead news & paid media outreach efforts.
- Coordinate Traffic Safety Corridor Projects (if applicable.)
- Plan, implement, and monitor best practice traffic safety programs on the local level.
- Coordinate the Victim Impact Panel (if applicable).
- Conduct recognition and awards ceremonies.
- Involved in child passenger safety projects.
- Facilitate school zone equipment requests among Schools and Law Enforcement Agencies.
- Emerging project coordination as needed by the WTSC.

Objective 3 - Manage financial resources by monitoring and evaluating expenditures from various funding sources, ensuring adherence to guidelines and contractual terms.

Deliverables

- Write quarterly and final project reports (per format shown in Exhibit B) and direct expenditures of federal and state funds for traffic safety activities.
- Negotiate working agreements with partners and other service providers to include defining scope of work and other contractual terms, establishing evaluation criteria, and assuring compliance with state and federal requirements.

Objective 4 - Develop, implement, and monitor performance metrics and quality control processes to determine program effectiveness.

Deliverables

- Monitor local crashes and adjudication of traffic-related offenses. Review trends and high profile cases with task force.
- Analyze traffic safety data and research to identify problems and trends.

Exhibit B



WASHINGTON
Traffic Safety
COMMISSION

Target Zero Manager Quarterly
Report

Quarterly reports provide WTSC with information that can be used to strengthen the state's overall traffic safety program. These reports should detail the project status, discuss progress toward established objectives and deliverables, and explain any problems or challenges encountered. The report may also suggest ways in which the Commission can assist with the project. If no action has been taken, please so indicate.

- (1) A. County:
B. Target Zero Manager:
C. Quarterly Report Number:
- | | | |
|---|-------------------|----------------|
| <input type="checkbox"/> 1 st Quarter Report | Oct. 1 – Dec. 31 | Due on Jan. 15 |
| <input type="checkbox"/> 2 nd Quarter Report | Jan. 1 – Mar. 31 | Due on Apr. 15 |
| <input type="checkbox"/> 3 rd Quarter Report | Apr. 1 – Jun. 30 | Due on Jul. 15 |
| <input type="checkbox"/> 4 th Quarter Report | July 1 – Sept. 30 | Due on Oct. 15 |
- G. Other Report:
- | | |
|---|-------------------------------------|
| <input type="checkbox"/> Final Report | Due within 30 days of project close |
| <input type="checkbox"/> Special Report | Note: |
- (2) Provide an update of your Task Force activities this period as related to deliverables in Objective 1.
- (3) Provide an update of program development, implementation, and monitoring as related to Objective 2.
- (4) What trends are seeing in your jurisdiction? Include information about crashes that involve the top Target Zero contributing factors:
- a. Impaired Driving:
 - b. Speeding:
 - c. Young Drivers:
 - d. Run-off-the Road:
 - e. Distracted:
 - f. Intersection-related:
 - g. Other:
- (6) Problems/Challenges Encountered:
(7) Other Remarks:

Target Zero Manager Signature: _____

Project Director Signature: _____