BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON

A RESOLUTION AUTHORIZING THE SHERIFF OF KITTITAS COUNTY TO ENTER INTO AN INTERAGENCY AGREEMENT WITH THE WASHINGTON TRAFFIC SAFETY COMMISSION

RESOLUTION No. 2012 -_____

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate by providing services and facilities for mutual advantage; and

WHEREAS, Kittitas County, through the Kittitas County Sheriff's Office, is charged with keeping and preserving the peace and apprehending or securing any person for felony or breach of the peace; and

WHEREAS, The Kittitas County Sheriff's Office and the Washington Traffic Safety Commission wish to establish a Law Enforcement Liaison at the Kittitas County Sheriff's Office for the purposes of enhancing participation in multi-jurisdictional statewide mobilizations, promotion of multi-agency task forces, increased communication between the Kittitas County Sheriff's Office and the Washington Traffic Safety Commission, and for other purposes; and

WHEREAS, All parties have agreed to enter into such an agreement under the terms and conditions of the Interagency Agreement shown on and attached hereto; and

WHEREAS, the Board of County Commissioners authorized the execution of this Interagency Agreement by action taken at a regular meeting; and

NOW THEREFORE, BE IT HEREBY RESOLVED that the Board of County Commissioners of Kittitas County, Washington authorizes the Sheriff of Kittitas County to execute the Interagency Agreement with the Washington Traffic Safety Commission that is attached hereto, and incorporated herein by this reference.

ADOPTED this ___ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

_____
Alan Crankovich, Chairman

ATTEST:
CLERK OF THE BOARD

_____
Obie O'Brien, Vice-Chairman

_____
Julie A. Kjorsvik

_____
Paul Jewell, Commissioner

INTERAGENCY AGREEMENT
BETWEEN
KITTITAS COUNTY SHERIFF'S OFFICE AND
WASHINGTON TRAFFIC SAFETY COMMISSION

THIS AGREEMENT is made and entered into by and between the KITTITAS COUNTY SHERIFF'S OFFICE, hereinafter referred to as "AGENCY," and the Washington Traffic Safety Commission, hereinafter referred to as "WTSC."

IT IS THE PURPOSE OF THIS AGREEMENT to provide funding for a Law Enforcement Liaison.

THEREFORE, IT IS MUTUALLY AGREED THAT WTSC shall provide funding in the amount specified in the COMPENSATION section to establish a Law Enforcement Liaison at the AGENCY to perform the duties and responsibilities outlined in the STATEMENT OF WORK.

STATEMENT OF WORK

1. AGENCY, using designated LEL, will solicit law enforcement agencies to participate in the WTSC High Visibility and multi-jurisdictional state wide mobilizations conducted during federal fiscal year 2013.

2. AGENCY, using designated LEL, will increase officer commitment and effectiveness during the state wide High Visibility multi-jurisdictional mobilizations and other to be identified TARGET Zero enforcement activities.

3. AGENCY, using designated LEL, will promote multi-agency task forces.

4. AGENCY, using designated LEL, will assist the WTSC by providing the law enforcement perspective as new programs and projects are developed in pursuit of Target Zero.

5. WTSC will reimburse AGENCY 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 AGENCY's contributions to employee benefits including FICA, Medicare, Worker's Compensation, and unemployment.
    b. Overtime reimbursement for training hours do not qualify for reimbursement.
    c. Incidental costs such as copying, phone calls, equipment purchases, etc., must be approved in advance by WTSC.
    d. Equipment may be purchased at the documented hourly rate of the LEL in lieu of overtime. Allowable equipment includes speed measuring devices (radars, lidars) and Portable Breath Tests (PBTs). Prior approval for any equipment purchases must be obtained in writing from WTSC and be accompanied by a completed "LEL Overtime Log" incorporated by reference as Exhibit A.

6. WTSC will provide a training program for the LEL's and will reimburse for travel, and training expenses as needed at the state per diem rate.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on October 1, 2012 or date of execution, whichever comes later, and remain in effect until September 30, 2013 unless terminated sooner, as provided herein.

COMPENSATION AND BILLING PROCEDURE

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined the cost of accomplishing the work described in the Statement of Work will not exceed five thousand dollars ($5,000). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount.

BILLING PROCEDURE BETWEEN AGENCY AND WTSC

AGENCY shall submit invoices for reimbursement and supporting documentation to WTSC monthly using Invoice Voucher, A19-1A Form. A19-1A forms must include the AGENCY's Federal Tax ID Number and an original signature of the agency head, command officer, or contracting officer. Payroll support documents (time accounting forms or reports, etc.) must be attached to ensure reimbursement. Payment to 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.** Invoices for goods received or services performed between July 1 and September 30, **must be received by WTSC no later than November 15.** Invoices received after the above cutoff dates will not be reimbursed.

ACTIVITY REPORTS

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

CERTIFICATIONS AND ASSURANCES

AGENCY certifies and ensures compliance to all of the conditions and provisions provided for in Exhibit C.

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 AGENCY 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.

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.

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.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the party, which consent shall not be unreasonably withheld.

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.

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 server as designated contacts for each of the parties, for all communications and billings regarding the performance of this Agreement:

The Contact for AGENCY is:	The Contact for WTSC is:
Steve Panattoni Sergeant 307 W. Umptanum Rd. Ellensburg, WA 98926 509-933-8218 Steve.panattoni@co.kittitas.wa.us	Edica Esqueda Program Manager 621 8th Avenue SE, Suite 409 Olympia, WA 98504-0944 (360) 725-9886 eesqueda@wtsc.wa.gov

IN WITNESS WHEREOF, the parties have executed this Agreement.

AGENCY

Signature

Gene Dana

Printed Name

Sheriff 12-10-12

Title *Date*

WASHINGTON TRAFFIC SAFETY
COMMISION

Signature

Printed Name

Title *Date*

Exhibit A

STATE OF WASHINGTON

WASHINGTON TRAFFIC SAFETY COMMISSION

621 8th Avenue SE, Suite 409., PO Box 40944, Olympia, Washington 98504-0944, (360) 753-6197

LEL Overtime Log

Agency _____

Date	Officer	Start Time	End Time	Total Hours Worked

I _____(printed name) certify under penalty of perjury, the officer(s) listed on this form did work overtime on the dates listed on this form. It is understood the agency of each listed officer will maintain overtime records for each officer in compliance with the agency's records retention policy and these records will be made available for review upon request.

_____ _____

Supervisor Date

Email_____ Phone Number_____

Exhibit B

WASHINGTON
Traffic Safety
COMMISSION

LEL Quarterly Report

The LEL quarterly reports provides WTSC with information that can be used to strengthen the state's overall LEL program. These reports should detail the LEL's activities for the previous 3-month period including outreach activities with other law enforcement agencies. The report may also suggest ways in which the Commission can further assist the LEL program.

LEL:	Date Submitted:
Agency:	WTSC Contract Number:
Grantee Contract Number (if applicable):	

Quarterly Report Number:

☐ 1st Quarter Report	Oct. 1 – Dec. 31	Due on Jan. 15
☐ 2nd Quarter Report	Jan. 1 – Mar. 31	Due on Apr. 15
☐ 3rd Quarter Report	Apr. 1 – Jun. 30	Due on Jul. 15
☐ 4th Quarter Report	July 1 – Sept. 30	Due on Oct. 15

1) **LEL activities this reporting period:**

2) **Total hours dedicated to LEL activities this reporting period (include regular-time hours as well as hours billed to WTSC):**

3) **Problems or obstacles Encountered:**

4) **Ways in which the WTSC can further assist the LEL program:**

Exhibit C

Certifications and Assurances

It is hereby understood that this application and attachments hereto, when approved and signed by all concerned parties as indicated, shall constitute an agreement by and between the applicant organization to perform in accordance with the terms of this application and attachments, taken as a whole. This agreement is based on guidelines found in the Common Rule, the Office of Management and Budget (OMB) Circular A-102, in order to standardize and simplify federal grants. The signature below of an authorized representative of the applicant agency certifies and ensures that all the following conditions will be met.

1) Reports – The Contractor shall submit quarterly reports, a final report at end of the project, and submit special reports as outlined in the Project Agreement. Please read Reporting Requirements, following this section.

2) Copyrights, Publications, and Patents – Where activities supported by this project produce original copyright material, the Contractor may copyright such, but the WTSC reserves nonexclusive and irrevocable license to reproduce, publish, and use such materials and to authorize others to do so. The Contractor may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by the National Highway Traffic Safety Administration (NHTSA) and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other action required to protect the public interest.

3) Termination – This project agreement may be terminated or fund payments discontinued or reduced by WTSC at any time upon written notice to the Contractor due to non-availability of funds, failure of the Contractor to accomplish any of the terms herein, or from any change in the scope or timing of the project.

4) Fiscal Records – Complete and detailed accounting records will be maintained by the Contractor of all costs incurred on this project, including documentation of all purchases of supplies, equipment, and services; travel expenses; payrolls; and time records of any person employed part-time on this project. Federal, state, or WTSC auditors shall have access to any records of the Contractor. These records shall be retained for three years after the final audit is completed or longer, if necessary, until all questions are resolved.

5) Funding – The Contractor will utilize funds provided to supplement and not to supplant state and local funds otherwise available for these purposes. Funds are to be expended only for purposes and activities approved in the project agreement. Reimbursement will be made periodically by WTSC based on approved requests for reimbursement. If matching funds are required, the Contractor will expend them from nonfederal sources, which must be spent not later than 30 days following the completion of the project.

6) Cost Principles and Grant Management – The allowability of costs incurred and the management of this project shall be determined in accordance with 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.

7) Obligation Funds – Federal funds may not be obligated prior to the effective date or subsequent to the termination date of the project period. Requests for reimbursement outstanding at the termination date of the project must be made within 30 days or those funds may not be paid.

8) Changes – The Contractor must obtain prior written approval from the WTSC for major project changes including: changes of substance in project objectives, evaluation, activities, the project

manager, key personnel, or project budget. The period of performance of the project, however, cannot be changed.

9) Income – Income earned by the Contractor with respect to the conduct of the project (sale of publications, registration fees, service charges, etc.) must be accounted for and income applied to project purposes or used to reduce project costs.

10) Buy America Act - The Contractor will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)) which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

11) Purchases – Purchase of equipment or services must comply with state or local regulations. After the end of the project period, equipment should continue to be utilized for traffic safety purposes and cannot be disposed of without written approval of the WTSC. The Contractor shall make and maintain an inventory of equipment to include descriptions, serial numbers, locations, costs or other identifying information, and submit a copy to the WTSC.

12) Third Party Participants – No contracts or agreements may be entered into by the Contractor related to this project, which are not incorporated into the project agreement and approved in advance by the WTSC. The Contractor will retain ultimate control and responsibility for the project. WTSC shall be provided with a copy of all contracts and agreements entered into by Contractors. Any contract or agreement must allow for the greatest practical competition and evidence of such competition or justification for a negotiated contract or agreement shall be provided to the WTSC.

13) Participation by Disadvantaged Business Enterprises – The Contractor agrees to take all necessary and reasonable steps in accordance with Title 49, CFR, Subtitle A, Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontracts financed in whole or in part with federal funds.

14) Americans with Disabilities Act – In the performance of this agreement, the Contractor shall comply with the provisions of Title VI of Civil Rights Act of 1964 42 USC 200d, Section 504 of the Rehabilitation Act of 1973 29 USC 794 Chapter 49.60 RCW, and the Americans with Disabilities Act (42 USC § 12101, *et seq.;* PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27). The Contractor shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical handicap in any terms and conditions of employment to induce taking affirmative action necessary to accomplish the objectives of this Act and denying an individual the opportunity to participate in any program provided by this agreement through the provisions of services, or otherwise afforded others.

15) Political Activities – No funds, materials, equipment, or services provided in this project agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or to pay any person to influence or attempt 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 loan or the entering in of any cooperative agreements.

16) Certification Regarding Federal Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients 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.

17) Single Audit – State and local governments and nonprofit organizations that receive federal assistance are subject to the audit requirements of OMB Circular A-133.

18) Federal Funding Accountability and Transparency Act

The Contractor will report for each grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if-- of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity;

  (i) the entity in the preceding fiscal year received—

  (I) 80 percent or more of its annual gross revenues in Federal awards; and(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 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

- Other relevant information specified by the Office of Management and Budget in subsequent guidance or regulation.

19) Seat Belt Policy – No funds, materials, property, or services will be provided to any political subdivision that does not have a current and actively enforced policy requiring the use of seat belts.

20) Policy to Ban Text Messaging While Driving - Contractors are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving including policies to ban text messaging while driving.

21) Drug Free Workplace – In accordance with the Anti-Drug Act of 1988 41 USC 702-707 and Drug Free Workplace 42 USC 12644, WTSC has the responsibility to ensure that unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by any employees, grantees, and/or sub-grantees of the Contractor and/or any such activity is prohibited in the Contractor's workplace.

22) Debarment and Suspension – The applicant certifies, by signature below, 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.



Authorized Applicant Signature

12-10-12

Date

Gene Dana

Printed Name