



# Contract Coversheet

Contract: C2200247  
Amendment: N/A

|   |   |   |                                 |
|---|---|---|---------------------------------|
| <b>Supplier</b><br>Whatcom Council of Governments | <b>Department</b><br>Police                     | <b>Originator</b><br>Renee Firos                                      |                                 |
| <b>Classification</b><br>Goods and Services       | <b>Project Name</b><br>Engagement and Education | <b>Project Manager</b>  |                                 |
| <b>Original Amount</b><br>\$40,000.00             | <b>Maximum Amount</b>                           | <b>Total Agreement Change</b>   | <b>Current Amendment Amount</b> |
| <b>Type</b><br>SM - Services/Mixed                | <b>Structure</b><br>CH - Child                  | <b>Agreement Type</b><br>MULTI YR - Multi-year budget parent contract |                                 |
| <b>Termination Date</b><br>9/30/2023              | <b>Amended Termination Date</b>                 | <b>Compliance Type</b><br>Insurance not required                      |                                 |
| <b>Retainage %</b>                                | <b>Retainage Comments</b>                       |   |                                 |
| <b>Renewal Date</b>                               | <b>Renewal Notes</b>                            |   |                                 |

## Additional Contract Notes:

Provide Funding for High Visibility traffic safety engagement in low income school zones.

## Contacts:

3.28.22 - SCAN

**CONTRACT FOR SERVICES  
BETWEEN  
THE CITY OF BELLINGHAM  
AND  
Whatcom Council of Governments (WCOG)**

**CONTRACT #**

**THIS CONTRACT** is made and entered into by and between the City of Bellingham, and Whatcom Council of Governments (WCOG), hereinafter referred to as "CONTRACTOR."

**THE PURPOSE OF THIS CONTRACT** is to provide funding for High visibility traffic safety **Engagement** in low-income school zones. **Education** in/around schools promoting safe walking and rolling. Promotion and delivery of **Community Events** on safe travel in low income elementary and middle schools.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF WORK**

The CONTRACTOR shall provide communication services as requested and as described in the Statement of Work (Attachment A), and the work order specific to the project being performed.

**PERIOD OF PERFORMANCE**

The period of performance of this Contract shall commence on January 1, 2022, and remain in effect until September 30, 2023, unless terminated sooner, as provided herein.

**COMPENSATION**

Compensation for the work provided in accordance with this Contract 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 \$40,000. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount.

**SUMMARY REPORTS**

The CONTRACTOR agrees to produce a final written report that outlines the final outcomes of the approach, deliverables, timeline, budget, and results prior to submitting final project invoice.

**INSURANCE**

The Contractor shall, at its own expense, obtain and keep in force insurance coverage, which shall be maintained in full force and effect during the term of the contract. If requested, the Contractor shall furnish evidence in the form of a Certificate of Insurance to the City of Bellingham.

## STATE AND FEDERAL TERMS AND CONDITIONS:

### **DEFINITIONS**

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

- A. "the City of Bellingham" shall mean any division, section, office, unit or other entity of the City of Bellingham, or any of the officers or other officials lawfully representing that the City of Bellingham.
- B. "AGENT" shall mean the Director, and/or designee authorized in writing to act on the Director's behalf.
- C. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- D. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

### **ACCESS TO DATA**

The CONTRACTOR shall provide access to data generated under this contract to the City of Bellingham, at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the CONTRACTOR'S reports, including computer models and methodology for those models.

### **ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the City of Bellingham.

### **ALL WRITINGS CONTAINED HEREIN**

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

### **ALTERATIONS AND AMENDMENTS**

This contract 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.

### **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

### **ATTORNEYS' FEES**

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

### **BILLING PROCEDURE**

The CONTRACTOR shall submit invoices for reimbursement with supporting documentation to the City of Bellingham monthly or at the completion of the project, as agreed upon by the City of

Bellingham and the CONTRACTOR. Payment to the CONTRACTOR for approved and completed work will be made by warrant or account transfer by the City of Bellingham within thirty (30) days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within forty five (45) days after the expiration date of this contract. All invoices for goods received or services performed on or prior to June 30, **must be received by the City of Bellingham no later than August 15.** All invoices for goods or services performed on or prior to September 30, **must be received by the City of Bellingham no later than November 15.**

#### **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.

#### **CONFIDENTIALITY / SAFEGUARDING OF INFORMATION**

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

#### **CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the City of Bellingham may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the City of Bellingham shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of the City of Bellingham provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the City of Bellingham makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

#### **COPYRIGHT PROVISIONS**

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the City of Bellingham. the City of Bellingham shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the City of Bellingham effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer

programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

The CONTRACTOR shall provide native and print ready electronic files to the City of Bellingham for all materials produced under this contract.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to the City of Bellingham a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the City of Bellingham.

If any of the elements of the Work Product require licensing elements where the copyright is owned by a third party, the CONTRACTOR shall ask for permission from the City of Bellingham prior to entering into an agreement with the third party and shall not proceed until written approval is received from the City of Bellingham. In this case, the City of Bellingham agrees to abide by the licensing and usage parameters as detailed in the agreement.

The CONTRACTOR shall exert all reasonable effort to advise the City of Bellingham, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

the City of Bellingham shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any data delivered under this contract. the City of Bellingham shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

#### **COVENANT AGAINST CONTINGENT FEES**

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

#### **DEBARMENT AND SUSPENSION**

Instructions for Lower Tier Certification

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

transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors

#### **DISPUTES**

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

1. The request for a dispute hearing must:
  - Be in writing.
  - State the disputed issue(s).
  - State the relative positions of the parties.
  - State the CONTRACTOR's name, address, and contract number.
  - Be mailed to the AGENT and the other party's (respondent's) contract manager within three (3) working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within five (5) working calendar days.
3. The AGENT shall review the written statements and reply in writing to both parties within ten (10) working days. The AGENT may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

#### **DRUG-FREE WORKPLACE**

In accordance with the Drug-Free Workplace Act of 1988 (41 USC 8103 and 42 USC 12644), the CONTRACTOR shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such provision. The CONTRACTOR shall establish a drug-free awareness program and require that employees provide notification of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such incident. The CONTRACTOR shall notify the City of Bellingham within ten (10) days after such notification by an employee engaged in the performance of the grant. Within thirty (30) days, the CONTRACTOR will take appropriate personnel action against such employee, up to and including termination, and require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency.

### **DUPLICATE PAYMENT**

The City of Bellingham shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

### **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.

### **FEDERAL LOBBYING**

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

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

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

### **GOVERNANCE**

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

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

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

#### **INDEMNIFICATION**

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

The CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the state for any claim arising out of or incident to CONTRACTOR's or any subcontractor's performance or failure to perform the contract.

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

#### **INDEPENDENT CAPACITY**

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

#### **INDUSTRIAL INSURANCE COVERAGE**

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the City of Bellingham may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. the City of Bellingham may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the City of Bellingham under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

#### **LICENSING, ACCREDITATION AND REGISTRATION**

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

**LIMITATION OF AUTHORITY** - Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

### **NONDISCRIMINATION**

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

- (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21);
- (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27);
- (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
- (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), 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 (Pub. L. 92-255), 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 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records;
- (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing;
- (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

In the event the CONTRACTOR is in non-compliance or refuses to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the City of Bellingham. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

### **OVERPAYMENTS AND ASSERTION OF LIEN**

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

### **POLITICAL ACTIVITY (HATCH ACT)**

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

#### **PRIVACY**

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the City of Bellingham or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the City of Bellingham for any damages related to the CONTRACTOR'S unauthorized use of personal information.

#### **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

#### **PUBLICITY**

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

#### **RECORDS MAINTENANCE**

The CONTRACTOR shall maintain books, records, documents, data, and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review, or audit by the City of Bellingham, personnel duly authorized by the City of Bellingham, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

#### **REGISTRATION WITH DEPARTMENT OF REVENUE**

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

**RIGHT OF INSPECTION**

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

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

**SAFEGUARDING OF INFORMATION** - The Contractor shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

The Contractor shall protect Personal Information collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification, or loss. The Contractor shall ensure its directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this agreement. The Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make it known to unauthorized persons without the express written consent of the City of Bellingham or as otherwise required by law. The Contractor agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form. The Contractor shall make the Personal Information available to amend as directed by the City of Bellingham and incorporate any amendments into all the copies maintained by the Contractor or its Subcontractors.

The Contractor shall certify its return or destruction upon expiration or termination of this Contract and the Contractor shall retain no copies. If the Contractor and the City of Bellingham mutually determine that return or destruction is not feasible, the Contractor shall not use the Personal Information in a manner other than those permitted or required by state and federal laws.

the City of Bellingham reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing, or investigating may include, but is not limited to, "salting" by the City of Bellingham. Salting is the act of introducing data containing unique but false information that can be used later to identify inappropriate disclosure of data.

The Contractor shall notify the City of Bellingham in writing within five (5) working days of becoming aware of any unauthorized access, use or disclosure. The contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Contractor agrees to indemnify and hold harmless the City of Bellingham for any damages related to unauthorized use or disclosure by the Contractor, its officers, directors, employees, Subcontractors or agents.

Any breach of this clause may result in termination of the contract and the demand for return of all Personal Information.

### **SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the City of Bellingham may terminate the contract under the "Termination for Convenience" clause, without the ten day notice requirement, subject to renegotiation at the City of Bellingham's discretion under those new funding limitations and conditions.

### **SEVERABILITY**

If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this contract, and to this end the provisions of this contract are declared to be severable.

### **SITE SECURITY**

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

### **STATE LOBBYING**

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

### **TAXES**

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

### **TERMINATION FOR CAUSE**

If the CONTRACTOR does not fulfill in a timely and proper manner its obligations under this contract, or violates any of these terms and conditions; the City of Bellingham will give the CONTRACTOR written notice of such failure or violation. The CONTRACTOR will be given the opportunity to correct the violation or failure within fifteen (15) days. If failure or violation is not

corrected, this contract may be terminated immediately by written notice of the City of Bellingham.

#### **TERMINATION FOR CONVENIENCE**

Either party may, by thirty (30) days written notice, terminate this contract. If this contract is so terminated, the City of Bellingham shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

#### **TERMINATION PROCEDURES**

Upon termination of this contract, the City of Bellingham, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to the City of Bellingham any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

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

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

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

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the City of Bellingham, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the City of Bellingham has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the City of Bellingham and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the City of Bellingham;

6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which the City of Bellingham has or may acquire an interest.

#### **TREATMENT OF ASSETS**

1. Title to all property furnished by the City of Bellingham shall remain property of the City of Bellingham. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the City of Bellingham upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the City of Bellingham upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the City of Bellingham in whole or in part, whichever first occurs.
2. Any property of the City of Bellingham furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the City of Bellingham, be used only for the performance of this contract.
3. The CONTRACTOR shall be responsible for any loss or damage to property of the City of Bellingham which results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
4. If any the City of Bellingham property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the City of Bellingham and shall take all reasonable steps to protect the property from further damage.
5. The CONTRACTOR shall surrender to the City of Bellingham all property of the CONTRACTOR prior to settlement upon completion, termination or cancellation of this contract.
6. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR 's employees, agents or Subcontractors.

#### **U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL**

The City of Bellingham complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <http://www.treas.gov/offices/enforcement/ofac/index.html>. Compliance with OFAC payment rules ensures that the City of Bellingham does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to CONTRACTOR, the City of Bellingham will download the current OFAC SDN file and compare it to the City of Bellingham and statewide vendor files. In the event

of a positive match, the City of Bellingham reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the CONTRACTOR in writing and terminate the contract according to the Termination for Convenience provision without making payment. The City of Bellingham will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

**WAIVER**

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

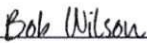
**DESIGNATED CONTACT**

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

| Contract Manager for CONTRACTOR:             | Contract Manager for AGENCY:              |
|--|---|
| Hugh Conroy – Whatcom Council of Governments | Rene Firos – Bellingham Police Department |

**IN WITNESS WHEREOF**, the parties have executed this Contract.

**WHATCOM COUNCIL OF GOVERNMENTS**

DocuSigned by:  
  
Signature C24CB5DED6984E0...  
  
Robert Wilson  
Printed Name  
  
2/25/2022  
Executive Director  
Title Date

**CITY OF BELLINGHAM**

 Signature Page  
Signature  
  
Printed Name  
  
Title Date

**Attachment A**  
**Statement of Work**

**See Separate PDF Attachment A**

# Whatcom Council of Governments

## Scope of Work, Timeline, & Budget

### Protecting Mobility for All (PMFA) – Walker & Roller Safety Project

FINAL – Dec. 17, 2021

## Introduction

As described in the PMFA Task Outline, the WCOG Smart Trips program is identified to contribute to three of the ten major tasks. These three tasks are listed, along with other agency participants associated with that task and the timeline in the table below.

| Major Task   | Agency Participants                               | Expected Completion |
|--|---|---------------------|
| High Visibility <b>Engagement</b> in Low-Income School Zones | BPD, BSD, WTA, and <b>WCOG Smart Trips</b>        | Jan 2022 - Sep 2023 |
| <b>Education</b> In/Around Schools Promoting Walk & Roll     | BSD, WTA, <b>WCOG Smart Trips</b> (WWU, WCC, BTC) |                     |
| Promotion and Delivery of <b>Community Events</b>            | PW, BSD, WTA, <b>WCOG Smart Trips</b>             |                     |

## Specifying WCOG Smart Trips PMFA Project Activities

For the purposes of describing WCOG Smart Trips' planned PMFA work, the first two major tasks in the above table will be combined into one: **Engagement and Education at Low-income Schools**.

All of WCOG Smart Trips' planned PMFA activities will be conducted at and or relative to the prioritized, Bellingham public schools listed in the PMFA grant.

- Alderwood Elementary
- Birchwood Elementary
- Carl Cozier Elementary
- Cordata Elementary
- Options High School
- Roosevelt Elementary
- Shuksan Middle

## Engagement and Education at Low-income Schools

WCOG Smart Trips' activities under this task will be conducted at the listed elementary schools and the priority middle school (Shuksan) in coordination with Bellingham Public Schools. Elementary school activities will be added to WCOG Smart Trips' elementary school bike safety rodeos. Middle school PMFA elements will be added to WCOG Smart Trips' 7<sup>th</sup> Grade Bus Travel Training program conducted with Whatcom Transportation Authority (WTA).

### Elementary School Bike Rodeos

Bike Rodeos, are conducted on a simulated streetscape featuring multiple traffic scenarios including a stop light, stop and yield signs, four-way stops and pedestrian crossings. Students are instructed in general traffic safety, including riding on the right side of the road, making full stops and looking for traffic. Courses also include instruction on correct helmet fit, bike maintenance, and directional hand signals.

To further complement the objectives of the PMFA project, WCOG Smart Trips will:

- Add features and topics that explicitly amplify themes developed as part of the PMFA priorities and messaging.
- Install semi-permanent chalk-paint traffic gardens that students can continue to ride their bikes on for at least a few months before they wash away with weather.
- Add PMFA educational messaging to information and discussions with school principals, teachers, and students' families.
- Augment or create new PMF-material (flyers, posters, electronic communications, etc.) for distribution to teachers, students, and families.

# **Whatcom Council of Governments Scope of Work, Timeline, & Budget Protecting Mobility for All (PMFA) – Walker & Roller Safety Project**

FINAL – Dec. 17, 2021

- Newly developed media will be based on messages and communications strategies developed collaboratively by all project partners (the communications subcommittee).

## **7<sup>th</sup> Grade Bus Travel Training**

Using various resources (schedules, websites, etc.), students are taught how to find the bus stop closest to their home and school and the bus routes that serve those stops. They learn how to read a bus schedule and how to get to local destinations popular with teens. At each school, on the day of the training, a WTA bus is brought to the school. Students board the bus and learn the rules for riding the bus from the bus driver. They are also taught how to put a bike on the rack on the front of the bus and get to practice doing it themselves. Students are given a map and brochure with possible bus trip destinations and tips for riding.

To further complement the objectives of the PMFA project, WCOG Smart Trips will:

- Augment or create new materials that broaden the messaging going to teachers, students, and families to include and integrate the priority themes of the PMFA project.
  - An educational poster for Shuksan Middle School can be developed and printed for abundant posting around the school and possibly distributed to students.
- Expanded curriculum & class plan and materials to include PMFA elements

## **Promotion and Delivery of Community Events**

WCOG Smart Trips' activities under this task will be conducted in conjunction with its delivery of Whatcom County's **Bike to work and School Day (B2WSD)**.

### **Bike to Work and School Day**

Smart Trips promotes this yearly event through advertising and local partners; coordinates with schools and local businesses to host celebration stations to cheer-on and reward riders who participate on their morning commute; and hosts an end-of-day celebration of bikes.

To further complement the objectives of the PMFA project, WCOG Smart Trips will:

- Conduct additional outreach and support (in coordination with Bellingham Public Schools) to ensure that the PMFA target schools can host a B2WSD celebration station.
- At the target schools, promote student participation in B2WSD integrated with PMFA education and materials distribution.
- Perhaps an emphasis on Options High School since it is the only high school on the PMFA list and high schools aren't involved in other activities.

## **End of School-year Consultations**

This is a proposed, additional activity and is not included in the cost estimation below.

Having completed various activities at the above-listed schools during the Spring, there would be an opportunity to review how things went and consider improvements for walking, biking, and transit access at each location. Smart Trips staff (in coordination with Bellingham Public Schools) could meet with principals and facilities personnel at each school in June, right after school is out. If feasible changes are identified, the schools would have the summer to implement them. Examples include:

- Bike parking and bike-parking location,
- Walking route / path improvements between nearest bus stops,

# Whatcom Council of Governments Scope of Work, Timeline, & Budget Protecting Mobility for All (PMFA) – Walker & Roller Safety Project

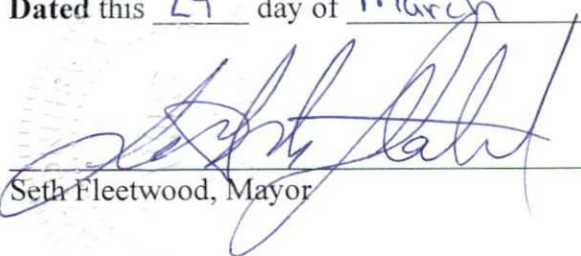
FINAL – Dec. 17, 2021

## Timeline and Estimated Cost

| Scope Elements  | Est. Work Days |                |              |                 |
|---|----------------|----------------|--------------|-----------------|
|   | Kirsten /hr    | Michelle /hr   | Temp         |                 |
| - Previously planned - not charged to PMFA grant. <i>[hours not included in totals]</i>               |                |                |              |                 |
| - Previously planned but enhanced for PMFA - partial time charged to grant                            |                |                |              |                 |
| - Added for PMFA - all time charged to grant  | \$92           | \$72           | \$25         |                 |
| <b>Engagement &amp; Education at Low-income Schools</b>   |                |                |              |                 |
| <b>Elementary School Bike Rodeos</b>  |                |                |              |                 |
| Incorporate PMFA communication elements into rodeo materials and curriculum                           | 0.5            | 0.5            |              |                 |
| Install semi-permanent traffic gardens at select (5) elementary schools                               | 1              | 1              | 4            |                 |
| Coordination meetings with principals and teachers  | 0.5            | 0.5            |              |                 |
| Setting up and conducting bike rodeos at 5 schools  | 2.5            | 3              | 10           |                 |
| <b>7th Grade Bus Travel Training</b>  |                |                |              |                 |
| Development of posters for distribution at Shuksan Middle School                                      |                | 0.5            |              |                 |
| Develop expanded curriculum & class plan and materials for PMFA elements                              | 1              | 1              |              |                 |
| Meeting with principal, teachers  | 0.5            | 0.5            |              |                 |
| Teaching bus / PMFA travel-training course  | 0.8            | 0.8            |              |                 |
| <b>Promotion &amp; Delivery of Community Events</b>   |                |                |              |                 |
| <b>Bike to Work &amp; School Day (B2WSD)</b>  |                |                |              |                 |
| Extra outreach to the target schools for hosting B2WSD Celebration Stations & encourage participation | 1              | 1              |              |                 |
| Develop extra materials that incorporate PMFA messaging.  |                | 1              |              |                 |
| Focus on Options Highschool (TBD)   | 1              |                |              |                 |
| Celebration station host coordination / meetings / day-of admin / data collection / debrief           | 2              | 2              |              |                 |
| <b>Estimated staff time cost (days x 8hrs x fully loaded hrly rate)</b>                               | <b>\$3,680</b> | <b>\$3,168</b> | <b>\$800</b> | <b>\$7,648</b>  |
| <b>Non-staff costs</b>  |                |                |              |                 |
| Printing  |                |                |              | \$700           |
| Graphic design  |                |                |              | \$500           |
| Traffic garden supplies   |                |                |              | \$1,000         |
| Translation services  |                |                |              | \$300           |
| <b>Total non-staff</b>  |                |                |              | <b>\$2,500</b>  |
| <b>Total project cost</b>   |                |                |              | <b>\$10,148</b> |

**CITY OF BELLINGHAM:**

Dated this 24 day of March, 2022.

  
Seth Fleetwood, Mayor


ATTEST:

  
Finance Department

**APPROVED AS TO FORM:**

  
Office of the City Attorney

DEPARTMENTAL APPROVAL:

  
Chief of Police or Designee

City of Bellingham  
CITY ATTORNEY  
210 Lottie Street  
Bellingham, Washington 98225  
Telephone (360) 676-6903