



CONTRACT ROUTING FORM

1. ORIGINATING DEPT./DIV: LAKWOOD police Dept DATE: 9/22/2022

2. ORIGINATING STAFF PERSON: Lt. Chris Westby EXT: 5088 3. DATE REQUESTED BY: ASAP

4. TYPE OF DOCUMENT (CHECK ONE):
- PUBLIC WORKS CONSTRUCTION CONTRACT
 - SMALL OR LIMITED PUBLIC WORKS CONTRACT
 - GOODS AND SERVICE AGREEMENT
 - PROFESSIONAL SERVICES AGREEMENT
 - CONTRACT AMENDMENT No. ____ (ORIGINAL CONTRACT#): _____
 - OTHER _____
 - CDBG/HOME
 - HUMAN SERVICES
 - LEASE
 - REAL ESTATE DOCUMENT
 - GRANT AGREEMENT
 - INTERLOCAL
 - MAINTENANCE AGREEMENT
 - OFF DUTY POLICE SERVICES

5. PROJECT NAME: WSTSC - pierce County Regional Phlebotomy program.

6. NAME OF CONTRACTOR: Lakewood Police Department / City of Lakewood
 ADDRESS: 6000 Main St. SW. TELEPHONE 253 830-5088
 E-MAIL: WESTBY@CITYOFLAKEWOOD.WA FAX: _____
 AUTHORIZED SIGNATURE NAME: [Signature] TITLE POLICE LT.

7. EXHIBITS AND ATTACHMENTS: SCOPE, WORK OR SERVICES COMPENSATION INSURANCE REQUIREMENTS/CERTIFICATE
 ALL OTHER REFERENCED EXHIBITS PRIOR CONTRACT/AMENDMENTS PROOF OF AUTHORITY E-VERIFY W-9

8. TERM: COMMENCEMENT DATE: 3/25/2022 COMPLETION DATE: 6/30/2023

9. TOTAL COMPENSATION \$ \$98,400 - (Approx \$4,000 per officer)
 CHARGE TO EDEN BARS EXPENDITURE ACCOUNT: 195.0030.15.521.30

10. DOCUMENT/CONTRACT REVIEW	INITIAL / DATE REVIEWED	INITIAL / DATE APPROVED
<input type="checkbox"/> PROJECT MANAGER		
<input checked="" type="checkbox"/> DIRECTOR	<u>mz 9-22-22</u>	<u>mz 9-22-22</u>
<input type="checkbox"/> LEGAL		

11. COUNCIL APPROVAL DATE (IF APPLICABLE) 10/3/2022

12. CONTRACT SIGNATURE ROUTING

SENT TO VENDOR/CONTRACTOR DATE SENT: _____ DATE REC'D SIGNED BY CONTRACTOR: _____

ATTACH: INSURANCE CERTIFICATE, LICENSES, EXHIBITS

	INITIAL / DATE SIGNED
<input type="checkbox"/> CITY CLERK (ROUTE)	<u>9/22/2022</u>
<input type="checkbox"/> CITY ATTORNEY	_____
<input type="checkbox"/> CITY MANAGER	_____
<input type="checkbox"/> CITY CLERK/ CONTRACT# <u>2022-218</u>	_____
<input type="checkbox"/> SIGNED COPY TO ORIGINATING DEPT & A/P	_____

COMMENTS:
MOU WITH PIERCE COUNTY S.D. TO FACILITATE GRANT MONEY
REIMBURSEMENT TO PCSO FROM THE CITY OF LAKEWOOD AS
WE ARE THE FISCAL AGENT OF THIS GRANT.
 Consolidate with other MOUs signed copies of MOU & approved routing form.



INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Lakewood Police Department

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and Lakewood Police Department, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding for traffic safety grant project 2022-Sub-grants-4618-Pierce County Regional Phlebotomy 2022.

2. PERIOD OF PERFORMANCE

The period of performance of this Contract shall commence upon the date of execution by both Parties or March 25, 2022, whichever is later, and remain in effect until June 30, 2023, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW). If the SUB-RECIPIENT is unable to fulfill the SOW in any manner on this project, the SUB-RECIPIENT must contact the WTSC Program Manager immediately and discuss a potential amendment. All State regulations will apply.

3.1 SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity

Impairment is the most frequent factor contributing to fatal crashes. Among the 2,750 traffic fatalities that occurred 2016-2020, 58 percent involved drivers, walkers, or bicyclists impaired by alcohol or positive for drugs.

Poly-drug use in fatal crashes is becoming more and more common. It has increased 15% per year in the past 5 years. The most common combination is alcohol and cannabis.

The law enforcement phlebotomy program provides more efficient blood draw resources when collecting evidence from impaired drivers.

Limited number of law enforcement phlebotomists in the state. There is a need to increase the number of law enforcement phlebotomists where there are more DUIs to process.

Pierce County is in need of more trained law enforcement phlebotomists to be able to conduct blood draws in the field. Since the inception of the program Pierce County has lost several phlebotomists to due retirement and/or leaving their respective agencies.

Due to the unforeseen circumstances brought about by the Covid-19 pandemic beginning in March 2020, the funds awarded for this project for 2020-2021 were significantly underspent. For several months most of our law enforcement agencies were restricted in their contact with the public and as a result phlebotomists were not being used as frequently. As restrictions have lifted and 2021 saw a year of increased DUIs and crashes in Pierce County, the program has seen an increase in need.

Data provided by Dr. Frederick based on his records show:

- 67 draws submitted in 2020-2021
- 73 draws submitted in 2019-2020

WEMS activity log data shows:

- 84 total blood draws from July 2020 to January 2022
- 44 of those blood draws were done by LEO phlebotomists
- 27 of those blood draws were for drug only DUIs
- 5 were for alcohol & drug only DUIs

WEMS activity log data also shows:

- 172 DUIs from July 2020 to January 2022
- 43 of those were drug only
- 18 were drug and alcohol only
- 109 were alcohol only
- 2 were unknown

WTSC Data Dashboards show:

- There were 82 total alcohol or drug impaired crashes in Pierce County in 2021
- 23 fatal and 59 serious injury
- This number was an increase from 72 total in 2020 with 21 fatal and 51 serious injury

Pierce County agencies report a diminished ability to get an on-duty law enforcement officer phlebotomist in an environment where there is an increase in DUIs to process. The result of this is additional officer time needed to transport persons to the hospital and then the extended time spent sitting with them while they are admitted and

processed. In some circumstances this can be several hours. Pierce County has shown an increase in drug and poly-drug related DUIs where the use of a LEO phlebotomist in the field would be beneficial.

3.1.2 Project Goal

Pierce County currently has 15 trained and active law enforcement phlebotomists and has sites at Pierce County Sheriffs Office (PCSO), Parkland, PCSO South Hill, PCSO Jail, City of Edgewood, Puyallup PD, Tacoma PD, Lakewood PD, and Fife PD. Based on a poll of the Region 5 Task Force agencies, there is interest in having an additional 28-35 LEO phlebotomists trained.

Improve the effectiveness of the law enforcement phlebotomy program in Region 5 Pierce County.

Identify the most effective DUI Officers statewide and train them to be law enforcement phlebotomists (including classroom and field certifications).

Have law enforcement phlebotomists available in more areas of the region.

Make law enforcement phlebotomists available as a resource to all officers including those working on HVE or other WTSC DUI campaigns.

Provide training opportunities for new and current law enforcement phlebotomists to receive or maintain certification.

Eliminate the need for officers to transport a DUI suspect to a hospital emergency room and wait for a blood draw.

Increase officer safety and efficiency by using law enforcement phlebotomists to draw blood for DUI evidence.

3.1.3 Project Strategies, Objectives, and Measures

20 selected officers from Region 5 Pierce County will receive phlebotomy training at Bates Technical College in March and/or June 2022.

Short Term Outcomes

Identifying and training officers to be law enforcement phlebotomists.

Increased number of law enforcement phlebotomists.

WA law enforcement phlebotomists receive advanced education by attending state and national trainings.

Intermediate Outcomes

Increase the number of effective blood draws performed by law enforcement phlebotomists.

Reduction in officer wait times to collect blood evidence.

Increase in the safety of officers and DUI suspects when hospital ER visits strictly for blood draws are eliminated.

Information collected and reported by law enforcement phlebotomists during callouts and evaluations including subject behavior, impairment signs, drug type, and results (motor vehicle crash, arrest).

Law enforcement phlebotomists participate in HVE, TSEP, and other enforcement campaigns.

Long Term Outcomes

Increase in the number of law enforcement phlebotomists on statewide roster.

An effective law enforcement phlebotomy program is a deterrent for drug impaired drivers. Fewer drug DUI cases are dismissed due to insufficient arrest evidence.

Projected Safety Impacts

- Safer roads.
- Driver behavior changes for the better.
- Fewer motor vehicle crashes.
- Fewer fatal or serious injury crashes occur.

3.2. MILESTONES, DELIVERABLES, AND PERFORMANCE MEASURES

Description	Completed Date
Select 20 law enforcement officers from agencies in region 5 Pierce County to receive training to become licensed Washington State phlebotomists.	03/28/2022
20 officers will attend phlebotomy training in March and/or June at Bates Technical College in Tacoma.	08/31/2022
Purchase and distribute travel kits and supplies for phlebotomy blood draws.	08/31/2022
Newly licensed law enforcement phlebotomists will conduct blood draws on DUI suspects as needed.	06/30/2023
Law enforcement phlebotomists will assist region 5 task force agencies and conduct blood draws during High Visibility Enforcement (HVE) patrols and other traffic safety campaigns.	06/30/2023
Region 5 Pierce County law enforcement officers will utilize law enforcement phlebotomists to conduct blood draws whenever possible to avoid hospital ER visits when strictly for blood draws.	06/30/2023
Ensure all region 5 Pierce County law enforcement phlebotomists receive their annual recertification to maintain their Washington State phlebotomy license.	06/30/2023
Monitor the number of law enforcement phlebotomists in region 5 Pierce County. If there is a significant reduction in phlebotomists due to promotions, retirement, etc, work with WTSC to fund additional training.	06/30/2023

3.3. COMPENSATION

3.3.1. The cost of accomplishing the work described in the SOW will not exceed \$98,400.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

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

3.3.3 The SUB-RECIPIENT must submit a travel authorization form (A-40) to request approval for any travel not defined in the scope of work and for all travel outside of the continental United States. State travel policies (SAAM Chapter 10) would apply.

3.3.4. If WTSC makes travel arrangements on behalf of the SUB-RECIPIENT, state travel policies must be followed. See Washington State Administrative & Accounting Manual (SAAM) Chapter 10, which can be obtained at this website: <https://www.ofm.wa.gov/sites/default/files/public/legacy/policy/10.htm>. If for any reason, this information is not available at this website, contact the WTSC office at 360-725-9860.

3.3.5. WTSC will reimburse travel related expenses consistent with the written travel policies of the SUB-RECIPIENT. If no written policy exists, state travel policies (SAAM Chapter 10) apply.

3.3.6. WTSC will only reimburse the SUB-RECIPIENT for travel related expenses for travel defined in the scope of work and budget or for which approval was expressly granted. The SUB-RECIPIENT must provide appropriate documentation (receipts) to support reimbursement requests, including the A-40 Travel Authorization form if required.

3.4. SUMMARY OF PROJECT COSTS

BUDGET CATEGORY	DESCRIPTION	AMOUNT
Employee salaries and benefits	Officer straight time for training	\$60,000.00
Travel		\$0.00
Contract Services	Bates College Training Fees, Physician oversight	\$22,400.00
Goods and Services	Travel kits and supplies, recertification fees	\$16,000.00
Equipment (listed below)		\$0.00
Indirect Costs		\$0.00
TOTAL		\$98,400.00

Bates Phlebotomy class fee \$1000 per officer x 20 officers = \$20,000

Straight time for officers to attend class \$60 per hr x 50 hrs = \$60,000

Fee for physician oversight = \$2,400

Fee for travel kits & supplies = \$1,000

Yearly training fee for recertification = \$15,000

Total = \$98,400

APPLICABLE STATE TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT will submit progress reports on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB-RECIPIENT will include copies of publications, training reports, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement. WTSC reserves the right to delay the processing of invoices until activity reports are received and approved.

5. ADVANCE PAYMENTS PROHIBITED

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

6. AGREEMENT ALTERATIONS AND AMENDMENTS

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

7. ALL WRITINGS CONTAINED HEREIN

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

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable state and local law, including but not limited to procurement law, rules, and procedures.

9. ATTORNEYS' FEES

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

10. BILLING PROCEDURE

The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted through the WEMS invoicing process, or via alternate method if approved by WTSC. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the 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 10 of the same calendar year. All invoices for goods received or services performed between July 1 and September 30, must be received by WTSC no later than November 10 of the same calendar year. WTSC reserves the right to delay the processing of invoices until activity reports required by Section 4 of this agreement, are received and

approved.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall be governed by the laws of the State of Washington.

13. COVENANT AGAINST CONTINGENT FEES

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

14. DISPUTES

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

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

14.3. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

15. GOVERNANCE

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

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

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

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

16. INCOME

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

17. INDEMNIFICATION

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

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB-RECIPIENT, **by mutual negotiation**, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

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

18. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

19. INSURANCE COVERAGE

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

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

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

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

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

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

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

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

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

24. SAVINGS

In the event funding is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

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

26. SITE SECURITY

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

27. TAXES

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

28. TERMINATION FOR CAUSE

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

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by

the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

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

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

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

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

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

31. WAIVER

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

32. DESIGNATED CONTACTS

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

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
Renee Tinder TZMRegion5@outlook.com 253-906-0522	Mark Medalen mmedalen@wtsc.wa.gov 360-725-9878 ext.

33. AUTHORITY TO SIGN

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

Lakewood Police Department

Signature: Michael Zaro
Michael Zaro (Mar 22, 2022 14:45 PDT)

Email: mzaro@cityoflakewood.us

Name: Mike Zaro

Title: Chief

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature: Pamela E Pannkuk
Pamela E Pannkuk (Mar 24, 2022 08:46 PDT)


Email: ppannkuk@wtsc.wa.gov

Name: Pam Pannkuk


Title: Deputy Director

CITY OF LAKEWOOD

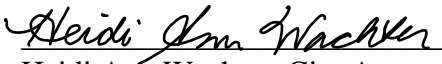
Dated: October 3, 2022


John J. Caulfield, City Manager

Attest:

 10/4/2022
Briana Schumacher, City Clerk

Approved as to Form:


Heidi Ann Wachter, City Attorney









State IAA-2022-Sub-grants-4618-Pierce County Regional Phlebotomy 2022(25364550)_202203221305

Final Audit Report

2022-03-24

Created:	2022-03-22
By:	WEMS (WTSC) (wemshelp@wtsc.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnWcWQ06ZsTAyAfD47mj5ab0ZEx0jM1Bu

"State IAA-2022-Sub-grants-4618-Pierce County Regional Phlebotomy 2022(25364550)_202203221305" History

-  Document created by WEMS (WTSC) (wemshelp@wtsc.wa.gov)
2022-03-22 - 5:05:15 PM GMT- IP address: 54.68.136.215
-  Document emailed to Michael Zaro (mzaro@cityoflakewood.us) for signature
2022-03-22 - 5:05:21 PM GMT
-  Email viewed by Michael Zaro (mzaro@cityoflakewood.us)
2022-03-22 - 5:32:07 PM GMT- IP address: 54.219.183.184
-  Document e-signed by Michael Zaro (mzaro@cityoflakewood.us)
Signature Date: 2022-03-22 - 9:45:43 PM GMT - Time Source: server- IP address: 70.35.122.3
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