

Pomona Police Department
SafetyBeltSafe, U.S.A.
Office of Traffic Safety Child Passenger Safety Program Grant

This Agreement is for contractual services under the Office of Traffic Safety grant entitled: “**Child Passenger Safety Program Grant**” is made and entered into this 1st day of October 2019, between SafetyBeltSafe U.S.A. and the Pomona Police Department.

AGREEMENT

The Pomona Police Department and SafetyBeltSafe U.S.A. hereby agree as follows:

The Pomona Police Department is the Grant Administrator for a countywide traffic safety grant (hereinafter, the “Grant”) entitled “**Child Passenger Safety Program Grant.**” As Grant Administrator, the Pomona Police Department will coordinate with SafetyBeltSafe U.S.A. to meet the goals and objectives of the Grant. A copy of the Grant Agreement is attached hereto as Exhibit A and made a part hereof. The Grant Program Manual (GPM) is referenced herein and made a part hereof. As the Grant Administrator, the Pomona Police Department will provide a Traffic Bureau Sergeant to administer the Grant and an account manager to handle the fiscal processing. SafetyBeltSafe U.S.A. hereby agrees to comply with the terms and conditions of the Grant, and to work with the Pomona Police Department as the grant administrator as more specifically set forth in the grant, the Grant Program Manual, and this agreement. Both parties agree to abide by the General Terms, Conditions, and Certifications contained in OTS Grant Program Manual, Chapter 6, Exhibit 6-A

1. PERIOD OF PERFORMANCE

This agreement is to commence on October 1, 2019 for a total grant period of one year, concluding on September 30, 2020, unless earlier terminated by either party with or without cause by giving at least thirty (30) days written notice to the respective party and specifying the effective date thereof (or may be extended by written mutual agreement of the parties).

2. FORCE MAJEURE

SafetyBeltSafe U.S.A. shall not be in default by reason of any failure in the performance of this Agreement in accordance with the terms, if such failure arises out of causes beyond the control and without fault or negligence. Such causes may include, but are not restricted to, acts of God or a public enemy, acts of the government in its sovereign capacity, strikes or freight embargoes, notwithstanding that in every case the failure to perform must be beyond the control and without the fault or negligence of SafetyBeltSafe U.S.A.

5. INDEMNIFICATION

Each party agrees to defend, indemnify and hold the other party, their elected officials, officers, directors, employees, agents and volunteers free and harmless against and from any and all losses, claims, demands, actions or causes of actions, for damage to persons or property, including wrongful death and attorneys’ costs and expenses of suit, resulting from any cause arising out of or pertaining to this Agreement, except to the extent caused by the negligent or intentional acts of the indemnified party, its agents or employees.

6. GOVERNING LAW

This Agreement shall be interpreted and construed according to the laws of the State of California. Venue shall be in Los Angeles County.

7. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Pomona Police Department and SafetyBeltSafe U.S.A. Any prior agreements, promises, negotiations or representations to expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties.

8. **ALLOWABLE COSTS AND PAYMENTS**

A. Allowable Costs

SafetyBeltSafe U.S.A. shall bill for services rendered through invoicing the Pomona Police Department on a monthly basis commencing October 1, 2019. The total amount invoiced over the one year grant period shall not exceed \$128,514. Invoices and correspondence should be sent to the attention of:

Corporal Robert Scheppmann
Pomona Police Department
100 West Commercial Street
Pomona, CA. 91768

SafetyBeltSafe U.S.A. shall maintain complete and accurate records with respect to all services rendered under this Agreement. All such records shall be clearly identifiable. SafetyBeltSafe U.S.A. shall submit source documentation supporting actual costs billed with invoice, including itemized receipts, vendor invoices and timesheets clearly indicating grant time and all other non-grant funded time for which personnel are compensated. Compensation will be reimbursed for actual costs and only for expenses outlined in the attached budget.

B. Payments

Payments to SafetyBeltSafe U.S.A. for services rendered under the terms of this Agreement shall be limited to the agreed-upon amount of compensation outlined in the Grant Agreement. Payments for the services rendered will be made by the Pomona Police Department within 45 days of receipt of complete and accurate invoices submitted. In the event of any question or discrepancy submitted by SafetyBeltSafe U.S.A. regarding the invoice, the Pomona Police Department shall provide SafetyBeltSafe U.S.A. with a written statement objecting to the charges within 30 days of the receipt of invoice.

9. **NOTICES**

Formal notices, communications and demands for payment shall be made in writing and faxed to the Pomona Police Department at the following number:

Sergeant Alyssa Bostrom
100 West Commercial Street
Pomona, CA. 91768

Phone: (909) 802-7741

Fax to: (909) 620-2493

E-mail: **alyssa_bostrom@ci.pomona.ca.us**

Formal notices and communications for SafetyBeltSafe, U.S.A. shall be mailed to:

**SafetyBeltSafe, U.S.A.
Post Office Box 553
Altadena, CA. 91003**

Notice shall be deemed received as follows, depending upon the method of transmittal: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. mail, certified, return receipt requested, as of 72 hours after deposit of the U.S. Mail.

10. COOPERATIONS; FURTHER ACTS

The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain purposes of this Agreement.

11. ATTORNEY'S FEES

In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable as attorney's fees.

12. PARTIAL INVALIDITY

Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision thereof and such other provision shall remain in full force and effect.

IN WITNESS WHEREOF, SafetyBeltSafe U.S.A. and the Pomona Police Department have caused this Agreement to be executed and attested by their respective officers duly authorized as of the date set forth above.

POMONA POLICE DEPARTMENT:

By _____
Alyssa Bostrom, Sergeant
Project Director

Dated: _____

By _____
Linda Lowry, City Manager

Dated: _____

ATTEST:

By _____
Rosalia Bulter, City Clerk

Dated: _____

APPROVED AS TO FORM:

By _____
Christi Hogin, City Attorney

Dated: _____

SAFETYBELTSafe, U.S.A.

By _____
Stephanie M. Tombrello

Dated: _____

Print _____

Title: _____