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**MEMORANDUM OF UNDERSTANDING
WASHINGTON TRAFFIC SAFETY COMMISSION**

Traffic Safety

**Target Zero Teams
Pierce County DUI & Traffic Safety Task Forces**

Law Enforcement & Law Enforcement Liaison

THIS AGREEMENT, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Fife Police Dept. (agency initials or Agency or Contractor) and the **Washington Traffic Safety Commission (WTSC)**.

TERM: October 1, 2013 to September 30, 2014

AMOUNT: NOT TO EXCEED ~~\$25,000~~ \$24,400

CFDA # 20.616

IT IS THE PURPOSE OF THIS AGREEMENT to provide funding for Pierce County Law Enforcement Agencies to participate in the Target Zero Teams project.

GOAL: to reduce the number of people killed or seriously injured by impaired drivers in Pierce County through aggressive, multi-jurisdictional, high-visibility patrols using an integrated systems approach to traffic safety which is evidenced-based and targets the locations where the most safety benefit can be realized.

IT IS, THEREFORE, MUTUALLY AGREED THAT:

1. **SCOPE OF WORK:** The Target Zero Team DUI patrols will be deployed at times and locations where data indicates that the most safety benefit can be realized as determined by the Pierce County DUI and Traffic Safety Task Force. Officers will also work on the Pierce County Home Safe Bar program, with approval of the Pierce County Target Zero Manager or the law enforcement liaison to the task force.
2. **CONDITIONS:** **Agency** will deploy highly skilled officers in coordination with other Pierce County Law Enforcement agencies, the Pierce County DUI & Traffic Safety Task Force, and the WSP District 1 Target Zero Team to generate the highest amount of deterrence possible.

Agency certifies that all officers participating in these patrols are SFST trained. To meet this requirement:

- Officer must be BAC certified and have passed the SFST refresher training within the prior three years, or
- Officer must have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE) within the prior three years, or
- Officer must be a certified Drug Recognition Expert.

3. PAYMENT FOR LAW ENFORCEMENT: **Agency** will provide commissioned law enforcement with appropriate equipment (vehicle, radar, etc.) and on an overtime basis (not to exceed 1.5 times their normal salary plus **Agency's** contributions to employee benefits including FICA, Medicare, Worker's Compensation and unemployment) to participate in these emphasis patrols and the Home Safe Bar Program.

Agency will provide also provide the Pierce County Target Zero Task Force Law Enforcement Liaison on an overtime basis (not to exceed 1.5 times their normal salary plus **Agency's** contributions to employee benefits including FICA, Medicare, Worker's Compensation and unemployment) as needed, to review data, plan operations, and coordinate emphasis patrols.

Jail booking cost (booking fee + daily rate) that result from a law enforcement officer from one jurisdiction making an arrest while on Target Zero Teams patrol in another jurisdiction will be considered for reimbursement with approval from the Target Zero Manager or her designee.

4. DISPATCH: **WTSC** will reimburse communications officers/dispatch personnel for work on this project providing **Agency** has received prior approval from the Target Zero Manager or law enforcement liaison to the task force.

5. GRANT AMOUNT: **Agency** is allotted ~~\$24,000.00~~ \$25,000 dollars for the cost of this project. This allocation may be increased by your Target Zero Manager during the above campaign(s), without amending this agreement PROVIDED THAT the increase in the allocation does not exceed 50% of the original amount. Any increase in allocation exceeding 50% will require an amendment to this document.

6. PERFORMANCE STANDARDS:
- a. All participating law enforcement are required to have 3 self-initiated contacts per hour of enforcement, or show DUI arrests with working on Target Zero DUI patrols. A completed emphasis log is required.
 - b. All persons working on the Home Safe Bar Program are required to fill out the Home Safe Bar Program log.

- c. Some violator contacts may result in related, time-consuming activity. This activity is reimbursable.
 - d. Other activities, such as collision investigation or emergency response that are not initiated through emphasis patrol contact WILL NOT be reimbursed.
7. REIMBURSEMENT OF CLAIMS: Claims for reimbursement must include:
- a. Invoice Voucher (A19-1A Form).
 - **Agency** identified as the "Claimant";
 - A Federal Tax ID #; and,
 - Original signature of the agency head, command officer or contracting officer.
 - b. Payroll support documents (signed overtime slips, payroll documents).
 - c. Officer TZT Emphasis Patrol Activity Logs (attached) showing 3 or more self-initiated contacts per hour and/or DUI arrests for reimbursement for any patrol overtime reimbursement.
 - d. Home Safe Bar program logs (attached) for any reimbursement for participation in the Home Safe Bar program.
 - e. The Invoice Voucher (A19-1A Form), payroll supporting documents, and Emphasis Patrol Activity Logs, and/or Home Safe Bar program logs shall be submitted to your Target Zero Manager for review. The Target Zero Manager will forward these documents to WTSC for processing and payment.
8. **DEADLINE FOR CLAIMS:** All claims for reimbursement for emphases conducted prior to June 30 must be received by **the Pierce County Target Zero Manager** no later than August 1. Claims for activity conducted between July 1 and September 30 must be received by the **Pierce County Target Zero Manager** no later than October 31. Monthly billing is preferred.
9. **DISPUTES:** Disputes arising under this Memorandum shall be resolved by a panel consisting of one representative of the **WTSC**, one representative from **Agency**, and a mutually agreed upon third party. The dispute panel shall decide the dispute by majority vote.
10. **TERMINATION:** Either party may terminate this agreement upon 30 days written notice to the other party. In the event of termination of this Agreement, the terminating party shall be liable for the performance rendered prior to the effective date of termination.
11. **SUPPLANTING DISCLAIMER:** I certify that none of the funds for this project supplant the normally budgeted funds of this agency nor do these funds pay for routine traffic enforcement normally provided by this agency.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

FIFE POLICE DEPT.
Agency

CHIEF Brad Blackburn
Contracting Agent (Print)

[Signature]
Signature

10/9/13
Date

[Signature]
Washington Traffic Safety Commission

10/9/13
Date

Agency address (for mailing fully executed MOU):

FIFE POLICE DEPT.
3737 PACIFIC HWY, EAST
FIFE, WA, 98424

Agency PIO contact:

LT. KEVIN FARRIS
(253) 732-9412
kfarris@cityoffife.org

Please return two signed MOUs to your Target Zero Manager no later than September 30, 2013.

Gloria Mansfield Averill
Target Zero Manager
Tacoma PC DUI & Traffic Safety Task Force
PC Community Connections Suite 104
1305 Tacoma Avenue South
Tacoma, WA 98402