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Traffic Safety



**MEMORANDUM OF UNDERSTANDING**  
**WASHINGTON TRAFFIC SAFETY COMMISSION**

**Target Zero Teams**  
**Snohomish County DUI & Traffic Safety Task Force**

**Law Enforcement**

THIS AGREEMENT, pursuant to Chapter 39.34 RCW, is made and entered into by and between the **Everett Police Department (Agency)** and the **Washington Traffic Safety Commission (WTSC)**.

**TERM: October 1, 2013 to September 30, 2014**

**AMOUNT: NOT TO EXCEED \$15,000**

**CFDA # 20.616**

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide funding for Snohomish 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 Snohomish 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 Snohomish County DUI and Traffic Safety Task Force. Officers will also work on the Snohomish County Home Safe Bar program, with approval of the Snohomish 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 Snohomish County Law Enforcement agencies, the Snohomish County DUI and Traffic Safety Task Force, and the WSP District 7 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.

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:** Your agency is allotted **\$15,000** 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 **WTSC** no later than August 15. Claims for activity conducted between July 1 and September 30 must be received by **WTSC** no later than November 15. Monthly billing is preferred.
- NOTE:** This means that all claims must be received by the Snohomish County DUI and Traffic Safety Task Force Target Zero Manager no later than two weeks prior to the dates listed above.
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.

Everett Police Department  
Agency

Katherine Atwood, Chief of Police  
Contracting Agent (Print)

Kathy Atwood  
Signature

9-10-13  
Date

Cheryl Ward  
Washington Traffic Safety Commission

10/22/13  
Date

Agency address (for mailing fully executed MOU):

Everett Police Department  
3002 Wetmore Avenue  
Everett, WA 98201

Agency PIO contact:

**Aaron Snell**  
**425-508-8854**

**Please return two signed MOUs to your Target Zero Manager.**

**Tracy McMillan, Manager**  
Snohomish County DUI & Target Zero Task Force  
3000 Rockefeller, MS 305  
Everett, WA 98201  
[Tracy.McMillan@co.snohomish.wa.us](mailto:Tracy.McMillan@co.snohomish.wa.us)  
(425) 388-7229

**Target Zero Manager will return to:**  
Shelly Baldwin, WTSC Impaired Driving Program Manager  
621 - 8<sup>th</sup> Avenue SW, Suite 409, PO Box 40944  
Olympia, WA 98504-0944 360.725.9889 [sbaldwin@wtsc.wa.gov](mailto:sbaldwin@wtsc.wa.gov)

AGREED:

CITY OF EVERETT, WASHINGTON

By: Ray Stephanson  
Ray Stephanson, Mayor

Date: 10-1-2013

ATTEST:

Sharon Fuller

Sharon Fuller, City Clerk

Date: 10-1-2013

APPROVED AS TO FORM:

James D. Iles

James D. Iles, City Attorney

Date: 9/30/13