Kittitas County
Community Network
& Coalition

P.O. Box 881, Ellensburg, WA 98926
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MEMORANDUM OF UNDERSTANDING

Drug Free Communities Underage Drinking Emphasis Patrols (DFC UAD)
2013-2016 Contract

This agreement is made and entered into by and between:

Kittitas County Sheriff's Office

Hereinafter referred to as "Contractor" and the **Kittitas County Community Public Health and Safety Network**, hereinafter referred to as Kittitas Count Community Network (KCCN).

IT IS THE PURPOSE OF THIS AGREEMENT to provide overtime funding up to **$2,500** per law enforcement agency per year, and up to **$10,000** for the entire DUI Task Force per year, to conduct activities related to enforcing underage drinking laws in cooperation with the Kittitas County Community Network. This contracts covers the period between **September 30, 2013 and September 29, 2016**, and is contingent on continued Drug Free Communities grant funding to the Kittitas County Community Network. Participating law enforcement agencies are agreeing to collaborate with at least one other participating law enforcement agency in conducting five emphasis patrols. The goal of this project is to educate young adult community members on underage drinking laws and contact as many underage DUI (driving under the influence), MIP (minor in possession) violators and adults furnishing alcohol to minors as possible to enforce existing Washington State laws pertaining to above violations.

IT IS, THEREFORE, MUTUALLY AGREED THAT:

1. Contractor will provide commissioned law enforcement officer(s) (full-time or paid reserve) with appropriate equipment (vehicle, radar, etc) on an "overtime" basis (not to exceed 1.5 times normal salary plus benefits) to enforce DUI, MIP, and furnishing alcohol to minors laws. No regularly scheduled on-duty personnel will be funded.

2. Upon agreement by the Contractor and KCCN the allocation may be increased or decreased without amending this agreement provided that the increase in the allocation does not exceed 50% of the original agreed amount. Any increase in the allocation exceeding 50% will require an amendment to this document.

3. The period of activity will begin September 30, 2013 and extend through September 29, 2016. Funding is not available for activity before or after this period and funding may not exceed the amount prescribed by this contract. Mileage reimbursement is not available under this funding allocation.

4. Performance standards for funded personnel are **to actively enforce underage impaired driving, minor in possession of alcohol, and adult furnishing alcohol to a minor.**
   It is expected that Citations or Notices of Infraction (NOI's) will be issued at contact unless circumstances dictate otherwise.

5. Contractor must submit for **reimbursement no more than two weeks following completion of each emphasis patrol.** Billings will include:
   - Invoice to KCCN. Please note that only original, signed invoices will be accepted for payment. The KCCN must have your agency identified as the claimant, a federal tax ID # and an original signature of the agency head, command officer, or contracting officer on the invoice voucher form.
   - Payroll support documents (overtime slips, payroll documents, etc).
   - Emphasis Patrol Logs
   - Total sheet tallying Emphasis Patrol Logs for enforcement period being billed for.
   - Match sheet.

6. Disputes arising under this agreement may be resolved by a panel consisting of one representative of the KCCN, one representative from the Contractor and an agreed upon third party. The dispute panel will decide the dispute by majority vote. Nothing in this section prevents either party from pursuing other remedies allowable to it under law and either party may bring an action against the other in a court of competent jurisdiction.

7. 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.

By signing this Memorandum of Understanding I am certifying 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.**
- **All overtime funded emphasis activities will be implemented on the same date as at least one other DUI Task Force law enforcement agency unless prior approval from the DUI Task Force Manager is obtained.**

IN WITNESS WHEREOF, PARTIES HAVE EXECUTED THIS AGREEMENT.

Kittitas County Sheriff's Office	Kittitas County Community Network
Agency	Agency
Gene Dana	Ann Riley
Contracting Agent (Print/type Name)	Contracting Agent (Print/type Name)
Signature	Signature
12-18-13	1/20/14
Date	Date

This funding provided through grant funding awarded to the Kittitas County Community Network.