Kittitas County Community Public Health and Safety Network
and Kittitas County Traffic Safety
Post Office Box 881, Ellensburg, WA 98926

MEMORANDUM OF UNDERSTANDING

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/Drug Free Communities Coalition**, hereinafter referred to as "Kittitas County Community Network/Drug Free Communities Coalition".

IT IS THE PURPOSE OF THIS AGREEMENT to provide overtime funding up to **$2,000** per law enforcement agency, and up to $8,000 for the entire DUI Task Force, to conduct activities related to enforcing underage drinking laws during the period between October 1, 2009 and September 30, 2010, in cooperation with the Kittitas County Community Network/Drug Free Communities Coalition. 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) and 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. Contractor will match overtime funded hours with an equal or greater amount of community education and/or enforcement activities as a match for overtime funds. Report of matching activities will be provided to the Kittitas County Community Network/Drug Free Communities Coalition by November 15, 2010.

3. The period of activity will begin October 1, 2009 and extend through September 30, 2010. Funding is not available for activity before or after this period and funding may not exceed the amount prescribed by the county traffic safety task force coordinator. Mileage reimbursement is not reimbursable 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. It is understood that violator contacts may result in related, time-consuming activity. Such activity will be considered for reimbursement. Activity other than that initiated through emphasis patrol contact (investigating collisions, emergency responses, etc) will be the responsibility of the contracting agency and may not be considered for reimbursement.

5. Contractor must submit for **reimbursement no later than November 15, 2010**. Billings will include:
   - Invoice to by the Community Network (attached.) Please note that only original, signed invoices will be accepted for payment. The Community Network/Traffic Safety 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).
- Individual Officer Activity Logs showing mileage, contacts made, number of violations, and type of violations per overtime period.
- Monthly total sheet tallying Officer(s) Activity Logs for enforcement period.
- Match sheet exhibiting date, time, and number of persons educated/contacted for each matching enforcement or education activity.

6. Disputes arising under this agreement may be resolved by a panel consisting of one representative of the Kittitas County Community Network, one representative from the Kittitas County Sheriff's Office 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 agency patrol unless prior approval from the Target Zero Manager is obtained.
- All funding must have a plan in place for utilization through September 30 by August 1, 2010, or the Contractor's funding will be offered to other DUI Task Force agencies.

IN WITNESS WHEREOF, PARTIES HAVE EXECUTED THIS AGREEMENT.

Kittitas County Sheriff's Office	Kittitas County Community Network
Agency	Agency
Gene Dana	Melanie Hopkins
Contracting Agent (Print/type Name)	Contracting Agent (Print/type Name)
	
Signature	Signature
11/17/09	
Date	Date