



MEMORANDUM OF UNDERSTANDING **WASHINGTON TRAFFIC SAFETY COMMISSION**

THIS AGREEMENT, pursuant to Chapter 39.34 RCW, is made and entered into by and between the **Kittitas County Sheriff's Office** and the **Washington Traffic Safety Commission (WTSC)**.

IT IS THE PURPOSE OF THIS AGREEMENT to secure the efforts of **Sgt. Steve Panattoni** to serve as a Law Enforcement Liaison (LEL) for the WTSC. His task is to increase the participation and effectiveness of law enforcement agencies and officers in **Kittitas County** to promote and participate in WTSC multi-jurisdictional and High Visibility Enforcement mobilizations and promote the mission of Target Zero.

TERM: Oct. 1st 2011 – Sept. 30th 2012
AMOUNT: NOT TO EXCEED \$ 5,000.00
CFDA # 20.600

IT IS, THEREFORE, MUTUALLY AGREED THAT:


1. Contractor, using designated LEL, will solicit agencies to participate in the WTSC High Visibility and multi-jurisdictional state wide mobilizations conducted during federal fiscal year 2011 and 2012.
2. Contractor, using designated LEL, will increase officer commitment and effectiveness during the state wide High Visibility multi-jurisdictional mobilizations and other to be identified TARGET Zero enforcement activities.
3. Contractor, using designated LEL, will promote multi-agency task forces.
4. Contractor, using designated LEL, will assist the WTSC by providing the law enforcement perspective as we develop plans for programs to save lives and reduce serious injuries resulting from traffic crashes.
5. WTSC will reimburse Contractor for designated LEL's work as follows:
 - a. Overtime hours worked serving as WTSC's LEL – Reimbursement will be paid at the rate of not more than 1.5 times the officer's hourly rate plus Contractor's contributions to employee benefits including FICA, Medicare, Worker's Compensation, and unemployment.

- b. Overtime reimbursement for training hours do not qualify for reimbursement.
 - c. Incidental costs such as copying, phone calls, equipment purchases, etc., must be approved in advance by WTSC
 - d. Equipment may be purchased at the documented hourly rate of the LEL in lieu of overtime. Prior approval for any equipment purchases *must be obtained in writing from WTSC and such requests shall be accompanied by a completed time log (Appendix A).*
6. WTSC will provide a training program for the LEL's and will reimburse for travel, and training expenses as needed at the state per diem rate.
7. A monthly report shall be submitted by the designated LEL by the 10th day of the following month on a form provided by WTSC. Reimbursement requests will not be processed until monthly reports are current
8. **Contractor** must submit claims for reimbursement in a timely manner to **WTSC** for payment. Any request for reimbursement for activity conducted October 1, 2011 through June 30, 2012 must be received by WTSC no later than August 15, 2012. Reimbursement for activities occurring between July 1, 2012 and September 30, 2012 must be received by WTSC no later than November 15, 2012. Requests for reimbursement received after those dates shall not be paid by WTSC. Claims for reimbursement must include:
- Invoice Voucher, A19-1A Form. Please note we cannot accept a FAX. **(We must have your agency identified as the "Claimant", a Federal Tax ID Number and an original signature of the agency head, command officer, or contracting officer on the A-19 form**) ;
 - Payroll support documents (signed overtime slips, payroll documents, etc.) and other supporting documents must be attached to ensure approved reimbursement.
9. Any dispute, disagreement or question of fact concerning this Agreement shall be decided by the WTSC Law Enforcement Liaison Program Manager. The decision shall be in writing and shall be distributed to the parties concerned. If the Contractor disagrees with the decision by the WTSC LEL Program Manager, the decision may be appealed to the Director of the Washington State Traffic Safety Commission. The appeal must be made in writing within 30 days of the WTSC decision and served by certified mail.
10. 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.

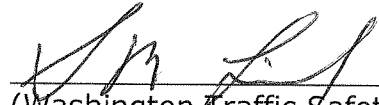
11. SUPPLANTING DISCLAIMER: I certify that none of the funds for this project supplant the normally budgeted funds of this agency nor do these funds pay for routine traffic enforcement normally provided by this agency.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

GENE DANA

(Agency Head)


02/02/12

(Date)


(Washington Traffic Safety
Commission)

2/20/12

(Date)


STEVE PANATTONI
(Law Enforcement Liaison Officer)

02/02/12

(Date)

Return to:

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