



MEMORANDUM OF UNDERSTANDING
WASHINGTON TRAFFIC SAFETY COMMISSION

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

IT IS THE PURPOSE OF THIS AGREEMENT to provide overtime funding to law enforcement agencies to conduct speed-focused, multijurisdictional, high visibility enforcement patrols under the management of the county Target Zero Manager and in accordance with the following dates:

DATES: October 1, 2014 - September 30, 2015

FUNDING AMOUNT: \$1,000.00

These funds shall not be commingled and are only to be utilized for the speed emphasis.

swv 0008653-00
(Agency) Statewide Vendor Number

IT IS, THEREFORE, MUTUALLY AGREED THAT:

1. GOAL: To reduce traffic related deaths and serious injuries with speed focused enforcement patrols that combined with localized publicity efforts.
2. SCOPE OF WORK:

Speed-focused patrols:

Agency will engage in multijurisdictional high visibility patrols during the following mobilization dates:

Speeding Mobilization Periods:

1. February 22, 2015 – March 7, 2015
2. April 19, 2015 – May 2, 2015
3. June 1, 2015 – June 13, 2015

These speed patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force.

Law enforcement officers will complete the Emphasis Patrol Activity Logs and forward to their Target Zero Manager within 48 hours of the completion of the patrols.

3. CONDITIONS:

Updated September 15, 2014

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For each of the emphasis, **Multijurisdictional High Visibility Enforcement Protocols** will be followed in that patrols involving several law enforcement jurisdictions will take place at the same time as scheduled in accordance with the Target Zero Manager from this area (as outlined in Addendum A). It is expected that Notices of Infraction/Citation (NOI/C's) will be issued at contact unless circumstances dictate otherwise.

Standardized Field Sobriety Testing (SFST) Training Requirement

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), or
- Officer must be a certified Drug Recognition Expert.

Media Contacts:

All of these patrols are conducted as part of a highly publicized, statewide effort. As such, publicity campaigns about these patrols are planned to alert the public to the fact that extra patrols are targeting these violations. Therefore, Agency must provide the names of at least two agency officers who can be available for media requests and questions.

***At least one of the individuals listed below must be available for weekend media contacts, beginning at noon on Fridays before mobilizations:**

<u>Lt. Ray Holmes</u>	<u></u>
Name/Title	Name/Title
<u>360-753-8204, rholmes@ci.olympia.wa.us</u>	<u></u>
Office Phone & e-mail	Office Phone & e-mail
<u>360-239-0961</u>	<u></u>
Cell Phone	Cell Phone

☒ **Available weekends per above?*** ☐ **Available weekends per above?***

4. **PAYMENT FOR LAW ENFORCEMENT:** **Agency** will provide commissioned law enforcement with appropriate equipment (vehicle, radar, PBTs etc.) to participate in these emphasis patrols. **WTSC** will reimburse for overtime at 1.5 times officer's normal rate plus **Agency's** contributions to employee benefits including FICA, Medicare, Worker's Compensation and unemployment.
5. **SHIFT LENGTH:** **Agency** will not schedule individual officer shifts for longer than eight hours. (WTSC understands there may be instances when more than eight hours are billed because of DUI processing, etc.)
6. **RESERVE OFFICERS:** **Agency** certifies that any reserve officer for whom reimbursement is claimed has exceeded his/her normal monthly working hours when participating in this emphasis patrol and is authorized to be paid the amount requested. **Agency** understands that reserve officers are not eligible for *overtime* for this project.

7. DISPATCH: **WTSC** will reimburse communications officers/dispatch personnel for work on this project providing **Agency** has received prior approval from their local Target Zero Manager.
8. GRANT AMOUNT: **WTSC** will reimburse **Agency** for overtime salary and benefits. The total cost of overtime and benefits shall not be exceeded in any one campaign area and **funds may not be commingled between campaign areas.**
9. PERFORMANCE STANDARDS:
 - a. Participating law enforcement officers are required to make a minimum of 3 self-initiated contacts per hour of enforcement.
 - b. Some violator contacts may result in related, time-consuming activity. This activity is reimbursable.
 - c. Other activities, such as collision investigation or emergency response that are not initiated through emphasis patrol contact **WILL NOT** be reimbursed.

10. REIMBURSEMENT OF CLAIMS: Claims for reimbursement must include:

- a. Invoice Voucher (A19 Form).
 - 1) **Agency** identified as the "Claimant"
 - 2) **Statewide Vendor Number**
 - 3) A Federal Tax ID #
 - 4) Original signature of the agency head, command officer or contracting officer, and
 - 5) Other information denoted by arrows on the form.
- b. Payroll support documents (signed overtime slips, payroll documents, etc.).
- c. Emphasis Patrol Activity Logs showing 3 or more self-initiated contacts per hour.

*Emphasis Patrol Activity Logs cannot be modified.
Payment cannot be made unless these activity logs are included.*

The Invoice Voucher (A19 Form), payroll supporting documents, and Emphasis Patrol Activity Logs shall be submitted to your Target Zero Manager for review and approval. The Target Zero Manager will forward these documents to WTSC for processing and payment.

11. DEADLINES FOR CLAIMS

All claims must be approved by your Target Zero Manager, please allow adequate time for processing in order to meet the following deadlines:

- a. **First Deadline:** All claims for reimbursement for emphasis conducted from October 1, to June 30, must be received by **WTSC** no later than August 15, 2015.
- b. **Second Deadline:** All claims for reimbursement for emphasis conducted between July 1 and September 30 must be received by **WTSC** no later than November 15, 2015.

Invoices submitted for reimbursement after the above dates, will not be paid.

WTSC will NOT accept faxed invoices.

12. **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.

13. **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.

14. **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.

15. BUY AMERICA ACT:

The CONTRACTOR will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

16. DEBARMENT AND SUSPENSION:

Instructions for Lower Tier Certification

- a) By signing and submitting this proposal, the CONTRACTOR (hereinafter in this section referred to as "prospective lower tier participant") is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded

from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

17. FEDERAL LOBBYING:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

18. **NONDISCRIMINATION**

The CONTRACTOR will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88–352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21);
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101–336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27);
- d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101–6107), which prohibits discrimination on the basis of age;
- e) the Civil Rights Restoration Act of 1987 (Pub. L. 100–259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities;
- f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92–255), as amended, relating to nondiscrimination on the basis of drug abuse;
- g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd–3 and 290ee–3), relating to confidentiality of alcohol and drug abuse patient records;
- i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing;
- j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

In the event the CONTRACTOR is in non-compliance or refuses to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the WTSC. The CONTRACTOR shall, however, be given a reasonable time in

which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

19. **POLITICAL ACTIVITY (HATCH ACT)**

The CONTRACTOR will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

20. **STATE LOBBYING**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

Agency Signature

WTSC Signature

Printed Name

Printed Name

(Date)

(Date)

Agency Address (where fully executed copy of this document will be mailed):

_____ **PO Box 1967** _____

Street

_____ **Olympia** _____ **WA** _____ **98507** _____ **Lt. Ray Holmes, OPD** _____

City, _____ **State** _____ **Zip** _____ **Attn:** _____

Addendum A

Multijurisdictional High-Visibility Enforcement Protocols

Purpose

This protocol is intended to guide Target Zero Managers, Law Enforcement Liaisons, and law enforcement agencies in coordinating multijurisdictional high visibility enforcement (HVE) mobilizations to address speeding, impaired driving, distracted driving, and seat belt use. These mobilizations are funded by federal highway safety grants.

Goal

The goal of multijurisdictional high-visibility campaigns is to reduce fatal and serious injury collisions through the coordination of:

- Publicity addressing increased enforcement, and
- Increased contacts and arrests of violators.

Method

Funding from the Washington Traffic Safety Commission (WTSC) will support multijurisdictional HVE patrol activities to increase the number of officers working on speeding, impaired driving, distracted driving, and seat belt enforcement. Public education and media will be coordinated by the Target Zero Manager and Law Enforcement Liaison. The law enforcement activity will support the media effort by demonstrating to the public that the media messages are true; i.e., that “extra enforcement patrols (with a particular focus) are going on now” so that the public takes the media messages seriously.

The media work will support the police effort by encouraging voluntary compliance with the law. The objective of multijurisdictional HVE patrol activities is to change driver behavior by raising the awareness of increased enforcement. **Definitions:**

- HVE is enforcement of the law in conjunction with publicity that draws the attention of the public to the enforcement activity.
- Multijurisdictional enforcement is defined as a minimum of three law enforcement agencies (LEA's) or patrol units participating at a designated date and time, enforcing a specific activity, either on overtime or straight time, in a location determined by the local Target Zero Task Force.

Responsibilities

WTSC:

- Provide Funding.
- Provide state/local traffic fatality and serious injury data.
- Coordinate paid media at the state level for statewide and local mobilizations (when possible).
- Lead news media efforts for:
 - Holiday DUI
 - Click It or Ticket
 - U Drive. U Text. U Pay

- Drive Sober or Get Pulled Over
- Summarize statewide enforcement activity.
- Report results to the National Highway Traffic Safety Administration.

Target Zero Manager and Law Enforcement Liaison:

- Lead the development of Multijurisdictional High Visibility Enforcement Mobilization Plans.
- Report any plans for local speed, DUI, seat belt, or distracted mobilizations to the WTSC on quarterly basis.
- Coordinate mobilization briefings.
- Lead news media and community outreach efforts for local mobilizations.
- Review and approve all MOUs, invoices, and other documentation before submission to WTSC. This includes follow-up on incomplete invoicing paperwork and Emphasis Patrol Activity Logs with unexplained low contacts.
- Report local mobilization enforcement totals (by agency and task force) to WTSC within two weeks of mobilization end date.

Law Enforcement Agencies:

- Send a representative to local task force meetings to plan mobilization locations and exact dates.
- Ensure availability of agency media contact per this agreement, prior to and during all mobilization dates.
- Provide commissioned police officer(s) (active or paid reserve) with appropriate equipment (vehicle, radar, etc.) to participate in multijurisdictional HVE patrols.
- Ensure that officers assigned to the multijurisdictional HVE campaigns are qualified to enforce the impaired driving laws as outlined on page 2, section 3 of this agreement.
- Require all officers participating in multijurisdictional HVE patrols to attend mobilization briefings.
- Ensure officers working the overtime conduct **a minimum of three (3) self-initiated contacts per hour.**

This is an enforcement activity that is intended to apprehend violators. It is expected that a Notice of Infraction/Citation (NOI/C) 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 HVE patrol contact (investigating collisions, emergency responses, etc.) will be the responsibility of the contracting agency and may not be considered for reimbursement.

- Require officers to complete and submit multijurisdictional HVE patrol productivity on WTSC Emphasis Patrol Activity Log.

Agency Signature

Date