

Approved: 12/18/2024

Effective: 01/10/2025

SNOHOMISH COUNTY COUNCIL
SNOHOMISH COUNTY, WASHINGTON

ORDINANCE NO. 24-108

APPROVAL OF AN INTERAGENCY GRANT AGREEMENT
BETWEEN SNOHOMISH COUNTY AND THE WASHINGTON TRAFFIC SAFETY
COMMISSION FOR THE CREATION OF A TRAFFIC SAFETY RESOURCE
PROSECUTOR PROGRAM

WHEREAS, the Washington State Traffic Safety Commission (WTSC) wishes to establish a Traffic Safety Resource Prosecutor (TSRP) Program in the Prosecuting Attorney's Office in Snohomish County; and

WHEREAS, the TSRP provides specialized training and education to prosecutors, law enforcement officers, judges, probation staff, legislators, and hearing examiners on key topics related to impaired driving enforcement, with the goals of increasing the success of prosecuting DUI related cases, holding offenders accountable, and ensuring greater public safety; and

WHEREAS, the Prosecuting Attorney's Office (PAO) has an experienced deputy prosecuting attorney eager and willing to serve as the TSRP prosecutor; and

WHEREAS, the County Council approved Motion 24-459 in November 2024, that creates a new full-time position in Fund 130 for the TSRP Program; and

WHEREAS, the TSRP grant is not in the PAO's 2024 Grant Work Plan because the existence of the grant was not known to the PAO until late in 2024, and therefore, the Council's approval of this interagency grant agreement is required; and

WHEREAS, WTSC is providing the Snohomish County PAO a grant for up to \$225,852.50, beginning December 1, 2024, through September 30, 2025;

WHEREAS, the County Council held a public hearing on December 18, 2024, to consider approval of an Interagency Grant Agreement between Snohomish County and the Washington State Traffic Safety Commission to establish a Traffic Safety Resource Prosecutor Program in the Prosecuting Attorney's Office and to authorize the Snohomish County Executive to enter into such agreement in substantially the form attached as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. The County Council hereby adopts the foregoing recitals as findings of fact and conclusions as if set forth in full herein.

Section 2. The County Council hereby approves and authorizes the County Executive, or designee, to execute the Interagency Grant Agreement between Snohomish County and the Washington State Traffic Safety Commission establishing a Traffic Safety Resource Prosecutor Program in the Prosecuting Attorney's Office in substantially the form attached hereto as Exhibit A.


PASSED this 18th day of December, 2024.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Council Chair


ATTEST:



Deputy Clerk of the Council

(X) APPROVED
() EMERGENCY
() VETOED

DATE: December 30, 2024



County Executive

ATTEST:



Approved as to form only:

Deputy Prosecuting Attorney

EXHIBIT A

INTERAGENCY AGREEMENT
BETWEEN
THE WASHINGTON TRAFFIC SAFETY COMMISSION
AND
SNOHOMISH COUNTY



INTERAGENCY AGREEMENT
BETWEEN THE
Washington Traffic Safety Commission
AND
Snohomish County
2025-FG-5391-TSRP #1

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, a Washington State agency, hereinafter referred to as “WTSC,” and Snohomish County, a political subdivision of the State of Washington, hereinafter referred to as “SUB-RECIPIENT.”

NOW THEREFORE, in consideration of the authority provided to WTSC in Chap. RCW 43.59 and Chap. RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listing #20.616, for traffic safety grant project 2025-FG-5391-TSRP #1.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties or October 01, 2024, whichever is later, and remain in effect until September 30, 2025, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW). If the SUB-RECIPIENT is unable to fulfill the SOW in any manner on this project, the SUB-RECIPIENT must contact the WTSC program manager immediately and discuss a potential amendment. All Federal and State regulations will apply.

3.1 SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity

The State Traffic Safety Resource Prosecutor (TSRP) program is an ongoing initiative focused on reducing impaired driving in Washington State. In 2023, nearly half of all fatal crashes in the state involved drivers impaired by drugs and/or alcohol, accounting for 400 out of 810 fatalities. Traffic fatalities have increased by nearly 10% since 2022, marking the highest number of traffic deaths in Washington since 1990.

City and County Prosecutor's Offices are in critical need of DUI training, as practical criminal law skills, particularly those related to impaired driving, are rarely covered in law school curricula. The 2018 RAND Corporation study, funded by the Department of Justice and titled "Prosecutor Priorities, Challenges, and Solutions," highlights this need, stating, "Properly training new prosecutors is essential, but it can be difficult for more-experienced prosecutors to make time for training on top of their regular workloads and other professional demands" (Id. at pg. 5). Recognizing the importance of this issue, the Washington Legislature has mandated the Criminal Justice Training Commission to provide additional training for prosecutors, as outlined in RCW 43.101.500 (Laws of 2024).

To address this need, the TSRP program provides specialized training and education to prosecutors, law enforcement officers, judges, probation staff, legislators, and hearing examiners on key topics related to impaired driving enforcement. The State TSRP offers experienced litigation support in court, legal memoranda, research assistance, and online resources via the TSRP website and newsletter. In essence, the TSRP serves as a senior prosecutorial resource within the criminal justice system.

Traffic Safety Resource Prosecutors are widely utilized across the United States. They form a network that facilitates the exchange of information, training, research, and the management of emerging DUI issues. As both a state and national resource, TSRPs bring a comprehensive suite of tools and specialized expertise to assist local prosecutors and the broader criminal justice system in effectively handling DUI cases.

3.1.2 Project Purpose and Strategies

TSRPs improve the ability of the state's law enforcement to investigate and the state's prosecutors to effectively prosecute DUI, felony DUI, vehicular homicide and vehicular assault case through training,

quality resources, education, and training materials. They raise the level of competence, help engage in more effective prosecution of impaired driving, and increase public safety by reducing recidivism. TSRPs work closely with the Washington Traffic Safety Commission and other TSRPs to accomplish Washington's traffic safety goals.

The TSRP program is a federally recommended best practice and a prioritized strategy in the State Highway Safety Plan: Target Zero and the Washington State Impaired Driving Strategic Plan.

3.2 PROJECT GOALS

- 1) Serve as a resource to all the state's prosecutors and law enforcement on impaired driving laws, cases and other related areas to improve the effectiveness of the system in arresting and prosecuting DUI cases.
- 2) Serve as resource to stakeholders and partners to increase knowledge and skills related to preventing impaired driving.
- 3) Expand use of the TSRP website.

3.2.1 The objectives, measures and timelines listed in Appendix A will be reviewed at least annually by the designated contacts of the SUB-RECIPIENT and WTSC, and may be updated pursuant to clause 6 of this AGREEMENT. For the purposes of this section only, the parties' DESIGNATED CONTACTS, as listed in clause 42, are authorized to execute these amendments to Appendix A.

3.3. COMPENSATION

3.3.1 The cost of accomplishing the work described in the SOW will not exceed \$225,852.50, for the entire period of performance, as allocated to each year of this agreement in Section 3.4 PROJECT COSTS. Unspent contract funds from each year do NOT carry over into subsequent years and each year's budget is independent of the others.

3.3.2 Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.3.3 After the first year, continuation is subject to funding availability, agreement on future objectives and measures, and satisfactory progress toward completion of agreed upon goals (as determined by WTSC), as set forth in the SOW.

3.3.4 If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and an approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal agency or approved cost

allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase. The total budget may not increase without an amendment to this agreement executed by both parties.

3.3.5 WTSC will only reimburse the SUB-RECIPIENT for travel related expenses for travel defined in the scope of work and budget or for which approval was expressly granted. The SUB-RECIPIENT must submit a travel authorization form (A-40) to request approval for any travel not defined in the SOW and for all travel outside of the continental United States.

3.3.6 WTSC will reimburse travel related expenses consistent with the written travel policies of the SUB-RECIPIENT. If no written policy exists, state travel rates and policies (SAAM Chapter 10) apply. If WTSC makes travel arrangements on behalf of the SUB-RECIPIENT, state travel policies must also be followed. Washington State Administrative & Accounting Manual (SAAM) Chapter 10 can be obtained at this website: <https://www.ofm.wa.gov/sites/default/files/public/legacy/policy/10.htm>. If for any reason, this information is not available at this website, contact the WTSC office at 360-725-9860 to obtain a copy. If following state travel policies, the SUB-RECIPIENT must provide appropriate documentation (receipts) to support reimbursement requests, including the A-40 Travel Authorization form if required.

3.3.7. Any equipment that will be purchased under this agreement with a purchase price over \$10,000 must be pre-approved by NHTSA prior to purchase. Pre-approval must also be gained if funding from this agreement is used to purchase a portion of an item with a purchase price of \$10,000 or higher. Approval for these purchases will be facilitated by WTSC. WTSC will notify the SUB-RECIPIENT when approval has been gained or denied. Failure to receive pre-approval will preclude reimbursement. Any equipment purchased with NHTSA funds must be used exclusively for traffic safety purposes or the cost must be pro-rated. If required under the Buy America Act, SUB-RECIPIENT will provide WTSC with purchase price, quote, manufacturer, description of its use in the project, and documentation showing that it is made in America.

3.3.8. All equipment must be inventoried by the SUB-RECIPIENT. The SUB-RECIPIENT agrees to maintain the equipment, continue to use it for project purposes, and report on its status to WTSC each year when requested.

3.3.9. Equipment is defined as any asset with a useful life greater than one year AND a unit cost of \$10,000 or greater, and small and attractive assets. Small and attractive assets are the following if they a unit cost of \$300 or more:

- Laptops and Notebook Computers
- Tablets and Smart phones

Small and attractive assets also include the following if they have a unit cost of \$1000 or more:

- Optical Devices, Binoculars, Telescopes, Infrared Viewers, and Rangefinders
- Cameras and Photographic Projection Equipment
- Desktop Computers (PCs)
- Television Sets, DVD Players, Blu-ray Players and Video Cameras (home type)

3.4 PROJECT COSTS

The costs for the work under the SOW to be provided by the SUB-RECIPIENT are as follows:

Year 1: \$225,852.50

Equipment Description	Quantity	Unit Cost	Amount
Laptop	1	\$863.00	\$863.00

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT will submit progress reports on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB-RECIPIENT will include copies of publications, training reports, advertising, social media posts, meeting agendas, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement. WTSC reserves the right to delay the processing of invoices until activity reports are received and approved.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties in the form of a written Amendment to this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

8. SUBCONTRACTING REQUIREMENTS

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 33 through 42.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted through the WEMS invoicing process, or via alternate method if approved by WTSC. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, must be received by WTSC no later than August 10 of the same calendar year. All invoices for goods received or services performed between July 1 and September 30, must be received by WTSC no later than November 15 of the same calendar year. WTSC reserves the right to delay the processing of invoices until activity reports required by Section 4 of this agreement, are received and approved.

11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be

applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind (“claims”) brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT’s performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB-RECIPIENT, **by mutual negotiation**, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or

commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, or while interacting with WTSC's personnel, the SUB-RECIPIENT, its agents,

employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations and not interfere with WTSC's operations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC prior to settlement, upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. STATE NONDISCRIMINATION

31.1 Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

31.2 Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

31.3 Default. Notwithstanding any provision to the contrary, WTSC may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WTSC receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WTSC may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

31.4 Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. WTSC shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe WTSC for default under this provision.

32. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

33. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items 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. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

34. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

34.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

34.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the 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.

34.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

34.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

34.5. The lower tier participant agrees by signing this Agreement that 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 WTSC.

34.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "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, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

34.7. 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

34.8. 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.

34.9. Except for transactions authorized under paragraph 34.5. 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 or debarment.

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

34.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

35. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

35.1. The SUB-RECIPIENT shall:

35.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT'S workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

35.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

35.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 35.1.1. of this section.

35.1.4. Notify the employee in the statement required by paragraph 35.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

35.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 35.1.4. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

35.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

36. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have

access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

37. FEDERAL LOBBYING

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

37.1.1. 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.

37.1.2. 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.

37.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

37.2. 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.

38. FEDERAL NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

38.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

38.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

38.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252

38.1.1.2. 49 CFR part 21

38.1.1.3. 28 CFR section 50.3

38.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

- 38.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)
- 38.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)
- 38.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)
- 38.1.1.8. The Civil Rights Restoration Act of 1987
- 38.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)
- 38.1.1.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- 38.1.1.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
- 38.1.1.12. Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government
- 38.1.1.13. Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

38.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

38.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

38.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

38.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA".

38.1.6 To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

39. POLITICAL ACTIVITY (HATCH ACT)

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

40. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

41. STATE LOBBYING

None of the funds under this Agreement 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.

42. CERTIFICATION ON CONFLICT OF INTEREST

General Requirements

42.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

42.2. Based on this policy:

42.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB-RECIPIENT’s officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.

42.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

42.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

42.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

42.3.2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

43.3.3 Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any SUB-RECIPIENT, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a SUB-RECIPIENT, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

43. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

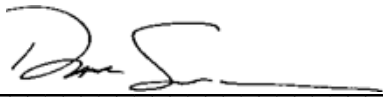
The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
Cheryl Johnson cheryl.johnson@snoco.org 425-388-7992	Edica Esqueda eesqueda@wtsc.wa.gov 360-725-9886 ext.

44. AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Snohomish County



Signature

Dave Somers

Printed Name

Snohomish County Executive

Title

December 30, 2024

Date

WASHINGTON TRAFFIC SAFETY COMMISSION



Signature

Pam Pannkuk

Printed Name

Deputy Director

Title

11-14-2025

Date

Note: Signature exception granted

APPENDIX A

Project Costs

Year 1

BUDGET CATEGORY	DESCRIPTION	DIRECT AMOUNT	Indirect Cost Rate	Indirect Amount	Total Budget
Employee salaries and benefits	Salary and benefits for full time TSRP	\$189,675.00	10%	\$18,967.50	\$208,642.50
Travel	Travel includes mileage, parking, meals, luggage fees, tolls, lodging costs.	\$8,333.00	0%	\$0.00	\$8,333.00
Contract Services		\$0.00	0%	\$0.00	\$0.00
Goods and Services	Subscriptions, annual fees, CLE support, printed training materials, postage, conference registration, other approved training supplies.	\$8,014.00	0%	\$0.00	\$8,014.00
Equipment	Laptop	\$863.00	0%	\$0.00	\$863.00
TOTAL		\$206,885.00		\$18,967.50	\$225,852.50

Salary and Benefits: \$189,675.00

The Salary and Benefits for this position is the negotiated rate for Michelle Rutherford, the District Court Supervisor for Snohomish County and the internally selected candidate for this position. The salary/benefits for this position will increase on her April 2025 anniversary date.

Travel: \$8,333.00 (includes in-state and out-of-state travel)

Funds will cover airfare, hotel, and travel expenses related to training events attended or conducted by the TSRP. Travel expenses will be reimbursed following the Snohomish County travel policy unless otherwise agreed to by the TSRP and WTSC Program Manager in which travel rules will default to the WTSC travel

policy. Meals will not be reimbursed if provided as part of the training or conference.

Travel for in-state training and national conferences may include but not limited to LEL/Traffic Safety Champions Conference, WIDAC, WTSC Traffic Safety Conference, GHSA and DUI Bootcamp. Expenses for travel not listed must be approved by the WTSC Program Manager prior to travel. The TSRP should work with the TSRP Administrative Support Contractor and the WTSC Program Manager to determine the travel schedule and receive prior approval for out of state travel.

Goods and other services: \$8,014.00

Registration fees for conferences and other professional development training to include but not limited to Traffic Safety Champions, Traffic Safety Conferences, WTSC requested events. Other conference or training requests not listed may be requested for approval by the WTSC Program Manager.

Professional subscriptions/memberships,

Washington State Bar Association annual bar license fee:

National Association of Prosecution Coordinators

Other subscriptions or fees as approved by the WTSC:

International Association of Chemical Testing

Equipment: \$863

Laptop

Indirect Costs: \$18,967.50 (10% di minimus)

Total: \$225,852.50

Any costs not listed in the budget narrative must be pre-approved by the WTSC Program Manager prior to purchase. Amounts among budget categories may be adjusted in writing if agreed to by both parties using the adjustment process in the Washington Enterprise Management System (WEMS).

Important Notes:

1. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal agency or approved cost allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase.
2. The total annual budget may not increase without a written amendment to this agreement executed by both parties.
3. Adjustments between budget categories within the same year can be made upon mutual agreement of the contact for WTSC and the contact for the SUB-RECIPIENT.

Objectives and Measures

Goal 1 - Serve as a resource to all the state's prosecutors and law enforcement on impaired driving laws, cases and other related areas to improve the effectiveness of the system in arresting and prosecuting DUI cases.

Objective	Objective Details	Completion Date
Review, edit, and prepare briefs, exhibits, legal memorandum, and other pleadings for use at hearings, trials or on appeal of such cases.	A prosecutor's primary legal tool is a strong legal brief. Because many prosecutors do not have sufficient time to prepare excellent briefing, this task falls to the TSRP to collect briefing on important topics of general interest, create original or improved briefs on these topics, and make these materials timely available to prosecutors, primarily via the TSRP website.	09/30/2025
Provide technical assistance and legal research on legal issues related to impaired driving.	Prosecutors often require timely assistance for issues that arise during all phases of prosecution. As a subject matter expert, the TSRP is dedicated to assisting with these issues and must be available to timely respond to these inquiries when they arise.	09/30/2025
Assist with impaired driving cases and motions on issues of regional or state interest.	To maintain courtroom skills, the TSRP is expected to seek out and offer assistance in the courtroom, in motions practice, and in appeals. Because demand for courtroom assistance is overwhelming, the TSRP should prioritize cases of regional, state or national importance and avoid routine court commitments. The TSRP is expected to fulfill their obligations to training before committing to courtroom obligations.	09/30/2025
	As a subject matter expert, the TSRP is	

Provide technical assistance to state, local and county law enforcement on new and emerging methods, as well as providing assistance on complex issues of regional importance.	expected to provide regular updates to the law enforcement community on changes in substantive law, evolving caselaw, defense challenges, and other issues of regional importance.	09/30/2025
Develop and provide training for prosecutors and law enforcement officers on the effective prosecution of impaired driving cases.	Training for prosecutors is the primary benefit provided by the TSRP. The TSRP is expected to focus significant energy and time in providing training opportunities for prosecutors and assist in training LEOs. The DUI Bootcamp is the primary tool for DUI training for new prosecutors.	09/30/2025
Update and publicize relevant technical assistance via website, newsletter, list serves and email.	Web based resources are a significant time multiplier. The TSRP website is the TSRPs primary on-line tool for distributing resources, advertising training, and creating useful content. The TSRP must fully utilize the platform to reach the largest possible statewide enforcement audience.	09/30/2025
Create and publish a TSRP newsletter each quarter in collaboration with all other TSRPs.	The TSRP newsletter is advocacy, publicity, marketing, and a valuable resource tool. The TSRPs are required to collaborate with each other to create the newsletter that updates prosecutors, LEOs, stakeholders, and the public on your activities over the last quarter, upcoming training, important issues, and challenges in impaired driving enforcement and prosecution.	09/30/2025

Measure	Reporting Frequency	Type	Target
Number of publications and manuals developed to support Prosecutor and Law Enforcement Officers.	Quarterly	Process	2
Number of TSRP website articles, FAQs, and other content posted to site.	Quarterly	Process	10
Number of appearances in traffic safety cases.	Quarterly	Process	2

Number of meetings attended. (ex: training & planning meetings, TSRP team mtgs, check in mtgs, etc.)	Quarterly	Process	15
Number of training hours conducted.	Quarterly	Process	15
Number of Prosecutors hours trained.	Quarterly	Process	10
Number of LE hours trained.	Quarterly	Process	10
Number of technical assistance responses.	Quarterly	Process	100
Number of hours of self-improvement classes, tutorials, and seminars attended.	Quarterly	Process	4
Number of hours of stakeholder training.	Quarterly	Process	1
Number of DUI Bootcamps.	Annual	Process	2
Number of briefs written. ((motions, trial, appeals, sentencing)	Quarterly	Process	3

Goal 2 - Serve as resource to stakeholders and partners to increase knowledge and skills related to preventing impaired driving.

Objective	Objective Details	Completion Date
Provide training, technical expertise, and assistance to judges, hearing examiners, court staff, and other stakeholders where training is helpful in impaired driving enforcement.	Seek out ways to provide training and education as may be useful to them on impaired driving topics. Similarly, stakeholders such as DOL witnesses, toxicologists, breath test technicians, and others benefit from TSRP training and should regularly be consulted and included in training announcements.	09/30/2025
Improve skills and knowledge regarding alcohol, drugs, collision reconstruction, and other relevant topics and skills.	The TSRP should use the adult learning model when conducting training. The TSRP should seek training to hone teaching and training skills.	09/30/2025

Measure	Reporting	Type	Target
---------	-----------	------	--------

Frequency			
Responses to Technical Requests from Stakeholders, including judges, hearing examiners, probation, court staff, DOL, Breath Testing, and toxicology.	Quarterly	Process	10
Number of hours of stakeholder training.	Quarterly	Process	5
Number of Stakeholder resources created or updated and provided.	Quarterly	Process	2
Train-the-Trainer Program and Borkenstein on Alcohol Programs Attended.	Annual	Process	2
Number of hours of self-improvement classes, tutorials, and seminars attended.	Quarterly	Process	2

Goal 3 - Expand use of the TSRP website.

Objective	Objective Details	Completion Date
Increase membership of TSRP website.	Utilize the TSRP website for training registration, resource and document distribution, legal updates, and TSRP newsletters. In general, prosecutors and LEOs should be registered on the TSRP website to access these resources. Use TSRP training events (WSP cadet training, Bootcamp, Lethal Weapon, ARIDE, DRE) to expand website membership.	09/30/2025
	The website is the best method for widely distributing information and resources without the requirement of a personal contact. This greatly improves the efficiency of distributing the TSRPs work product and efforts.	
	To achieve this goal, the TSRP should regularly update the information provided on the site, creating and collecting new content. Utilize built-in website analytics to understand	

Update and improve the pages of the TSRP website every quarter.	<p>what content most utilized and what content requires improvement.</p> <p>TSRPs should divide all pages of the website between the team and update assigned pages quarterly.</p>	09/30/2025
Survey prosecutors, LEOs, and other stakeholders for ideas to improve the TSRP website.	At trainings and regularly during the year, seek in-person feedback from website members, non-members, and other potential users for suggestions and ideas on how to improve the TSRP website's content and resources. Utilize on-line surveys following training and meetings.	09/30/2025
Move all TSRP resources onto the TSRP website for use by appropriately screened members, protecting confidential and sensitive litigation materials from public disclosure.	<p>TSRP resources should reside on the TSRP website, with appropriate backups. Confidential materials should be handled as such. Public Disclosure Training is necessary to understand how best to accomplish the twin goals of protecting confidential information and being a transparent public steward.</p> <p>TSRPs should divide all pages of the website between the team and update frequently.</p>	09/30/2025

Measure	Reporting Frequency	Type	Target
Increase TSRP website membership by 20%.	Annual	Process	20
Increase the Frequently Asked Question resources on the TSRP website.	Quarterly	Process	1
Number of updates to website.	Quarterly	Process	1