

**ONTARIO POLICE DEPARTMENT
AVOID THE 25 ENFORCEMENT PROGRAM
MEMORANDUM OF UNDERSTANDING**

This ONTARIO POLICE DEPARTMENT AVOID THE 25 PROGRAM IN SAN BERNARDINO COUNTY MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into this 19th day of November, 2013, by and between, the City of Ontario, through its Police Department ("City") and the San Bernardino County, through its Sheriff's Department ("Participating Agency").

RECITALS

A. Ontario Police Department has secured a grant ("Grant") from the California Office of Traffic Safety ("OTS") to conduct a Regional Driving Under the Influence (DUI) enforcement effort, Avoid the 25, between October 1, 2013 and September 30, 2014 ("Program").

B. The Grant allows Ontario to reimburse designated police agencies that participate in the Avoid the 25 Program for authorized DUI operations on an overtime basis (150% of their hourly rate). Participating Agencies retained for the purpose of performing professional services for the Avoid the 25 Program may include the following: City of Barstow, City of Chino, City of Colton, City of Fontana, City of Montclair, City of Redlands, City of Rialto, City of San Bernardino, City of Upland, the California University of San Bernardino Police and the San Bernardino County Sheriff's Department.

C. The parties wish to enter into this Agreement to take advantage of the Grant, subject to the rights and limits of the Grant, as administered through the City of Ontario.

NOW, THEREFORE, City and Participating Agency, for the consideration hereinafter described, mutually agree as follows:

1. SCOPE OF SERVICES. During the term of October 1, 2013 through September 30, 2014, Participating Agency shall provide DUI enforcement staff on an overtime basis as staffing levels allow for the Avoid the 25 Program in San Bernardino County. Participating Agency commits to participate in the program as staffing levels allow and to encourage officers to emphasize DUI enforcement during all phases of the grant term. The City of Ontario agrees to adhere to the OTS grant programmatic, financial and statistical reporting and understands that adhering to the requirements is necessary to be reimbursed for DUI enforcement activities conducted during the time periods of October 1, 2013 through September 30, 2014. The parties understand that Participating Agency's employees will provide the services herein on an overtime basis. The services provided by Participating Agency under this Agreement shall comply with and be subject to all terms and limitations in the Grant and OTS. Participating Agency

acknowledges and agrees that it has read the Grant and will abide by its terms in providing the services hereunder.

2. PERIOD OF PERFORMANCE. This Agreement is to commence on October 1, 2013, and shall conclude on September 30, 2014, unless terminated by either party with or without cause by giving at least thirty (30) days written notice to the respective party and specifying the effective date thereof.

3. STATISTICAL REPORTING. Participating Agency shall collect and report to City, the number of enforcement activities paid with funds from this Agreement. For DUI checkpoint activities, the following information must be collected and reported: number of vehicles passing through checkpoint, number of drivers screened at checkpoints, number of field sobriety tests administered (FST), number of DUI arrests, number of drug arrests and/or combo, number of criminal (in custody) arrests, number of felony arrests, number of misdemeanor arrests, number of felony warrant arrests, number of confiscated weapons, number of drivers with suspended/revoked licenses, number of unlicensed drivers, number of vehicles impounded, number of recovered stolen vehicles and all other arrests. For DUI roving patrol operations, the following information must be collected and reported: number of vehicle stops, number of FSTs administered, number of DUI arrests, number of drug arrests and/or combo, number of criminal (in custody) arrests, number of felony arrests, number of misdemeanor arrests, number of felony warrant arrests, number of confiscated weapons, narcotic arrests, confiscated weapons, number of drivers with suspended/revoked licenses, number of unlicensed drivers, number of vehicles impounded, number of stolen vehicles and all other arrests.

4. ALLOWABLE COSTS AND PAYMENTS.

A. Allowable Costs. Participating Agency shall bill for services rendered during DUI enforcement operations at its Police Department's actual overtime rate for on an overtime basis (150% of their hourly rate).

B. Invoice Requirements. Invoices shall include dates and hours worked, officer's name, officer's overtime salary rate (not to include fringe benefits), number of hours worked, and total dollars requested for overtime reimbursement. In addition, copies of overtime slips and/or ledger report(s) supporting actual hours and costs are required. City and/or Participating Agency's overhead costs will not be reimbursed. Invoices shall also include the statistics required by OTS as outlined in Item 3, Statistical Reporting. Invoices will not be paid if the statistics required by OTS are not submitted.

C. Rate of Payment. Participating Agency will receive reimbursement for officer overtime through the Avoid the 25 Program as set forth in this Avoid the 25 Memorandum of Understanding. The amount reimbursed will not exceed the total sum allocated in the approved grant budget, Category C-Contractual Services, in the amount

of \$203,520 or as modified and approved by OTS for all Participating Agencies. The amount the Participating Agency will receive will be based on actual staff hours worked for the Avoid the 25 grant program and as invoiced in accordance with Paragraph B, Invoice Requirements as stated above. Funding is solely for reimbursement of officer overtime incurred during Avoid the 25 enforcement activities conducted during the Avoid the 25 enforcement period.

D. Time Limit for Submitting Invoices. Participating Agency shall submit an invoice for services to the City of Ontario. The City shall not be obligated to pay Participating Agency for the services covered by any invoice if Participating Agency presents the invoice to the City more than fifteen (15) days after the date the Participating Agency render the service, or more than fifteen (15) days after this MOU terminates, whichever is earlier.

5. RECORDS

A. Access. Participating Agency agrees to provide to City, to any Federal or State Department having monitoring or reviewing authority, to authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State and Local statutes, rules and regulations and the Memorandum of Understanding, and to evaluate the quality, appropriateness and timeliness of services performed, for a period of at least three (3) years from the termination date of this Memorandum of Understanding, or until audit findings are resolved, whichever is greater.

B. Retention. City shall maintain and preserve in its possession all records relating to this Memorandum of Understanding for a period of at least three (3) years from the termination date of this Memorandum of Understanding, or until audit findings are resolved, whichever is greater.

6. INDEMNIFICATION. Except as to the sole negligence or willful misconduct of the City, Participating Agency agrees to indemnify, protect and hold harmless the City from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Participating Agency, or anyone employed by or working under the Participating Agency or for services rendered to Participating Agency in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence,

recklessness, or willful misconduct, whether active or passive, on the part of the Participating Agency or anyone employed or working under the Participating Agency.

7. GOVERNING LAW. This Agreement shall be interpreted and construed according to the laws of the State of California.

8. ENTIRE AGREEMENT. This Agreement contains the entire understanding between City and the Participating Agency. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties.

9. NOTICES. Formal notices, communications and demands for payment shall be made in writing and mailed, faxed, or emailed to City at the following numbers:

Robb McCandlish, Police Corporal
Grant Coordinator
2500 S. Archibald Avenue
Ontario, CA 91761
(909) 395-2001 x4684
(909) 395-2718 (fax)
Rmccandlish@ontariopolice.org

AND

Donna Bailey, Management Analyst
Fiscal Coordinator
2500 S. Archibald Avenue
Ontario, CA 91761
(909) 395-2979
(909) 395-2797 (fax)
Dbaily@ontariopolice.org

If you agree with the terms of this Memorandum of Understanding, please indicate by signing and dating where indicated below.

(Signatures on following page.)

CITY OF ONTARIO

PARTICIPATING AGENCY

San Bernardino County, Sheriff's Dept.

Approved by:

*Reviewed and Accepted by Participating
Agency:*

Chris Hughes
City Manager

Signature

Attest:

Janice Rutherford

Name

Chair, Board of Supervisors

Title

City Clerk

Date

Signature

Name

Title

Date