

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF VISALIA POLICE DEPARTMENT AND PARTICIPATING CITY  
AND TULARE/ KINGS COUNTY LAW ENFORCEMENT AGENCIES**

**HOLIDAY DRIVING UNDER THE INFLUENCE CAMPAIGN- AVOID THE 18**

**FUNDED BY**

**THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY**

THIS MEMORANDUM OF UNDERSTANDING is entered into this 1st day of October, 2015, by and between the CITY OF VISALIA POLICE DEPARTMENT, hereinafter called "VISALIA," and the participating City Law Enforcement Agencies located within Tulare and Kings Counties, hereinafter called "City LEAs," and the participating Tulare and Kings County Law Enforcement Agencies, hereinafter called "County LEAs," and relates to the Holiday Driving Under the Influence Campaign – Avoid the 18 Program hereinafter called "Avoid the 18 Program," funded by the State Office of Traffic Safety, hereinafter called "OTS."

WHEREAS, it is necessary and desirable that City LEAs be retained for the purpose of performing professional services for the Avoid the 18 Program; the City LEAs participating include the city of Dinuba, city of Exeter, city of Farmersville, city of Porterville, city of Tulare, city of Woodlake, College of the Sequoias Police, city of Avenal, city of Corcoran, city of Hanford, and city of Lemoore; and

WHEREAS, it is necessary and desirable that County LEAs be retained for the purpose of performing professional services for the Avoid the 18 Program; the County LEAs participating include the Tulare County Sheriff's Department, the Tulare County Probation Department, the Kings County Sheriff's Department, and the Kings County Probation Department; and

WHEREAS, VISALIA is the lead agency and recipient of grant funds from OTS for the Avoid the 18 Program, and serves as one of the participating City LEAs in the Avoid the 18 Program.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by VISALIA and all participating City and County LEAs.

During the term of October 1, 2015 through September 30, 2016 all City and County LEAs participating in the Avoid the 18 Program shall provide driving under the influence ("DUI") enforcement staff on an overtime basis, as staffing levels allow, for the Avoid the 18 Program during the enforcement period of October 1, 2015 through September 30, 2016. All City and County LEAs commit to participate in the annual campaign, as staffing levels allow, and to encourage officers to emphasize DUI enforcement during all phases of the grant. VISALIA 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, 2015 through September 30, 2016.

2. Payment.

- A. Maximum Amount. In full consideration of the services provided during holiday enforcement periods, the amount that VISALIA shall be obligated to pay for services rendered under this Memorandum of Understanding shall not exceed the dollar amounts set forth in the Avoid the 18 program grant for the term of this Memorandum of Understanding. Funds are to be used solely for reimbursement of officer overtime incurred while staffing DUI enforcement activities in support of the Avoid the 18 Program during the time period of October 1, 2015 through September 30, 2016.
- B. Rate of Payment. All City and County LEAs will receive reimbursement for officer overtime through the Avoid the 18 Program for a total collective sum not to exceed the dollar amounts set forth in the Avoid the 18 Program grants (\$209,756.00) for the term of this Memorandum of Understanding. The amount all participating City and County LEAs will receive will be based on actual staff hours worked on DUI enforcement for the Avoid the 18 Program and as invoiced in accordance with Paragraph C, Invoice Requirements, as stated below. Funding is solely for reimbursement of officer overtime incurred during DUI enforcement activities conducted during the Avoid the 18 enforcement period.
- C. Invoice Requirements. Invoices shall include dates and hours worked, officer's name, officer's straight time and overtime salary rate (figured at 1.5 times his/her straight hourly rate), number of hours worked, and total dollars requested for overtime reimbursement. City and/ or County

LEAs overhead costs and will not be reimbursed. Invoices shall also include the statistics required by OTS as outlined in Item 3, Statistical Reporting.

- D. Time Limit for Submitting Invoices. All City and County LEAs shall submit an invoice for services to VISALIA. VISALIA shall not be obligated to pay City or County LEAs for the services covered by any invoice if any City or County LEAs present the invoice to VISALIA more than thirty (30) days after the date City or County LEAs render the services, or more than thirty (30) days after this Memorandum of Understanding terminates, whichever is earlier.

3. Statistical Reporting.

All City and County LEAs shall collect and report to VISALIA, the number of DUI Checkpoints and other operations paid with funds from this Memorandum of Understanding. For each DUI Checkpoint, the following information must be collected and reported: number of vehicles passing through checkpoint, number of vehicles screened, number of field sobriety tests conducted, number of DUI arrests, number of criminal arrests, and number of vehicles impounded. All statistical reporting shall be done utilizing the AVOID web-based portal.

4. Availability of Funds.

Payment of all services provided pursuant to this Memorandum of Understanding is contingent upon OTS funding VISALIA's Avoid Program grant. In the event that OTS does not fund VISALIA'S grant, VISALIA shall not be liable for any payment to City or County LEAs whatsoever. VISALIA may terminate this Memorandum of Understanding prior to September 30, 2016 in accordance with the provisions of Section 8 below for unavailability of OTS funds. The City of Visalia is not responsible for overtime costs incurred by participating LEA in the event the invoiced amounts submitted pursuant to Section 2 of this Agreement exceed the OTS funding. Each participating LEA is solely responsible for its costs incurred in participating in this MOU. Invoices will be paid from OTS funding based on the date they are received by the City of Visalia. The City of Visalia will notify all participating LEAs if OTS funding is expected to be insufficient for the term of this Agreement.

5. Alteration of Memorandum of Understanding.

This Memorandum of Understanding is entire and contains all of the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

6. Records.

A. Access. City and County LEAs agree to provide to VISALIA, to any Federal, State, County or local 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 this 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. VISALIA 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.

7. Compliance with Applicable Laws.

All services to be performed by VISALIA and all City and County LEAs pursuant to this Memorandum of Understanding shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances and regulations.

8. Term of the Agreement.

Subject to compliance with the terms and conditions of this Memorandum of Understanding, the term of this Memorandum of Understanding shall be from October 1, 2015 through September 30, 2016. This Memorandum of Understanding may be terminated by VISALIA or any City or County LEAs at any time upon seven (7) days written notice to the other party.

9. Additional Agreements.

VISALIA agrees to:

1. Administer the project agreement with OTS, including submitting all required financial and programmatic reports.
2. Participate in all project related enforcement activities as needed and take turns coordinating and hosting enforcement operations on a mutually agreeable rotational basis with the other participating agencies.
3. Schedule project related meetings as needed to coordinate activities.
4. Ensure that the total amount for reimbursable over-time expenses from Category C - Contractual Services for this grant shall not exceed a cumulative total of \$209,756.00 for all participating agencies.
5. To allow use of the AVOID DUI trailer along with related checkpoint equipment on a first-come basis for any participating agency as needed.

City and County participating LEAs agree:

1. To assign staff to assist with all project-related enforcement activities, to include:
  - a. Memorial Day holiday
  - b. July 4 holiday
  - c. Labor Day holiday period
  - d. Winter Maximum Enforcement period
  - e. Other identified enforcement events/activities as identified by the multi-agency coordinating committee.
2. To take turns coordinating and hosting enforcement operations on a mutually agreeable rotational basis with the other participating agencies.
3. To attend project related meetings to schedule/coordinate and debrief activities as needed.
4. Those budgeted grant activities will be conducted by agency personnel on an overtime basis. Grant funded operations may be conducted by personnel such as a Sergeant, Officer, Corporal, Deputy, Community Services Officer, Reserve Officer, Traffic

Technician and Dispatcher, depending on the titles used by the agency. Personnel will be deployed as needed to accomplish the grant goals and objectives. A deployment plan and staffing level for each activity will be developed and each agency will be advised ahead of time as to the level of participation from its agency that is requested.

Costs are estimated based on an overtime hourly rate range of \$22/ hr. to \$72/ hr. (NOTE: benefits are not allowed/ calculated in the overtime rate).

Overtime reimbursement (figured at 1.5 times the straight hourly rate only) will reflect actual costs of the personnel conducting the appropriate operation up to the maximum range specified.

5. Collect and submit statistics on project activities necessary for completion of specific grant reporting requirements prior to being reimbursed for expenses incurred from this grant.
6. Assume responsibility and liability for the conduct and actions of their respective personnel.
7. Adjust enforcement activities as necessary to help ensure that participating City and County LEAs services do not exceed a cumulative total of \$209,756.00 throughout the term of this Memorandum of Understanding.

In witness whereof, the parties have executed this Memorandum of Understanding on the day and year last written below.

COUNTY OF TULARE  
CHAIRMAN OF THE BOARD OF SUPERVISORS

\_\_\_\_\_  
Steve Worthley                      Date  
Chairman

CITY OF VISALIA POLICE DEPARTMENT

\_\_\_\_\_  
Signature                              Date

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Title