

**Memorandum of Agreement**  
**TULARE COUNTY AND SAN DIEGO COUNTY**  
**California Probation Felony and Repeat DUI Offender Program**  
**Office of Traffic Safety Grant Project # AL0699**  
**June 1, 2006 through May 31, 2009**

**Parties**

This Memorandum of Agreement ("MOA") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006 and is made between the County of San Diego by and through its Department of Probation and the County of Tulare by and through its Department of Probation. The parties to this MOA may be referred to herein collectively as the "parties" or individually as a "party."

**Recitals**

1. The Office of Traffic Safety (OTS) distributes federal funding apportioned to California under the National Highway Safety Act and the Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21). Grants are used to mitigate traffic safety program deficiencies, expand ongoing activities, or develop new programs. OTS grants address traffic safety priority areas including Driving Under the Influence (DUI).

2. The Chief Probation Officers of California (CPOC) were presented an opportunity to apply for \$5,000,000 of OTS funds and distribute these funds statewide over a three-year period. Due to the fact that CPOC has non-profit status, it cannot be the grantee of the OTS funds. The CPOC selected County of San Diego Probation Department ("San Diego Probation Department") to apply for and accept the grant and administrate the distribution of the grant funds to participating counties.

3. As grant administrator, San Diego Probation Department will receive a 5.2 percent overhead allocation (\$260,436) over three years to cover the costs of the fiscal responsibilities associated with administering the grant. Responsibilities include, but are not limited to, facilitating the claiming and reporting processes and coordinating other grant activities over the next three years. San Diego Probation Department believes that the statewide implementation of a DUI Offender program is a worthy endeavor because it provides much needed intensive supervision and intervention services to a high risk DUI offender population.

4. On December 13, 2005, the County of San Diego Board of Supervisors approved the submittal by San Diego Probation Department of an OTS grant application for \$5,000,000 and further approved San Diego Probation acting as the grant administrator upon receipt of the grant funds. In accordance with that Board of Supervisor approval, San Diego Probation Department submitted a single statewide proposal, as required by OTS, on behalf of 17 California county probation departments. OTS approved the statewide proposal on May 9, 2006. On June 13, 2006 (6), the County of San Diego Board of Supervisors approved the acceptance of the OTS grant and adopted a resolution authorizing the San Diego Probation Department to participate in the DUI Offender Program and to act as administrator of the grant, entering into memoranda of agreement with participating counties.

5. Apart from the aforementioned 5.2 percent administrative allocation to San Diego Probation Department, the grant funds will be distributed based upon the 2003 DUI arrest rates as reported in the 2005 ANNUAL REPORT OF THE CALIFORNIA DUI MANAGEMENT INFORMATION SYSTEM.

6. OTS grant funds are to be used to support the goal of development, implementation, and management of the California Probation Adult DUI Offender program to provide enhanced supervision of adult DUI offenders who are on probation. Improved communication, collaboration, and information sharing between law enforcement and probation will enhance the ability to arrest probationers identified with outstanding warrants, violations of probation, and who are a danger to the community. In addition, accountability of offenders on probation for driving under the influence offenses will be significantly increased.

7. **California Probations Repeat DUI Offender Program:** Tulare County will provide DUI related services to offenders on probation including:

- a. **Project Goal # 4:** Increase monitoring, supervision, and accountability to reduce the number of felony and repeat DUI probationers that have been convicted of offenses that involved DUI
- b. **Project Goal # 9:** Reduce alcohol and related collisions with resulting injuries and fatalities
- c. **Project Objective # 3:** Participate in sobriety checkpoints, stakeouts, stings and other DUI surveillance and suppression operations with other local law enforcement
- d. **Project Objective # 6:** Establish a "HOT" (Repeat Offender Tally) sheet or other program which consists of a list of active probationers for surveillance purposes and assistance in determining compliance with court orders
- e. **Project Objective # 8:** Conduct warrant service program operations
- f. **Project Objective # 13:** Conduct "Every 15 Minutes" high school assembly programs in coordination with Campos Probation
- g. **Project Objective # 14:** Develop and implement a systematic inter-departmental policy to track and coordinate juvenile first-time DUI

8. The Tulare County Board of Supervisors authorizes the Tulare County Probation Department to accept DUI Offender Program grant funds and to enter into a memorandum of agreement with the County of San Diego for the disbursement and administration of grant funds.

THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Administration of MOA:** Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its administrative representative by notifying the other party in writing of such change. Any such change will become effective upon the receipt of such notice by the other party to this MOA. Notice of the authorized representative should be sent to each party as follows:

<u>County of San Diego</u> <u>Probation Department</u>	<u>Tulare County</u>
<p><b>Program Contact:</b></p> <ul style="list-style-type: none"> <li>• NAME: Rosario Rull</li> <li>• TITLE: Manager, Management Services</li> <li>• PHONE: 858-514-3120</li> <li>• MAIL STOP: P-232</li> <li>• EMAIL: Osec.Rull@SDCounty.ca.gov</li> </ul> <p><b>Accounting Contact:</b></p> <ul style="list-style-type: none"> <li>• NAME: Terry Bangayan</li> <li>• TITLE: Principal Accountant</li> <li>• PHONE: 858-514-3226</li> <li>• MAIL STOP: P-232</li> <li>• EMAIL: Terry.Bangayan@SDCounty.ca.gov</li> </ul>	<p><b>Program Contact:</b></p> <ul style="list-style-type: none"> <li>• NAME: Cheryl Summers-Lane</li> <li>• TITLE: Probation Grants Specialist</li> <li>• PHONE: 559-733-6207 x 6431</li> <li>• MAIL STOP: 221 S. Mooney Boulevard, Room 206, Visalia, CA 93291</li> <li>• EMAIL: csummers@co.tulare.ca.us</li> </ul> <p><b>Accounting Contact:</b></p> <ul style="list-style-type: none"> <li>• NAME: Linda Hanson-Wimp</li> <li>• TITLE: Administrative Services Officer II</li> <li>• PHONE: 559-733-6207 x 6415</li> <li>• MAIL STOP: 221 S. Mooney Boulevard, Room 206, Visalia, CA 93291</li> <li>• EMAIL: lwimp@co.tulare.ca.us</li> </ul>

## 2. Parties' Responsibilities

- 2.1. **Responsibilities of San Diego Probation Department:** San Diego Probation Department will process billing for completion of work authorized pursuant to this MOA and planned deliverables.
  - 2.1.1 San Diego County Probation will review and process appropriate claims.
  - 2.1.2 San Diego County Probation will review and process Progress Reports.
- 2.2. **Responsibilities of Tulare County:**
  - 2.2.1 Tulare County agrees to comply with all terms and conditions of the original contract between The Office of Traffic Safety and San Diego Probation Department, attached as **Attachment I, OTS 38 Grant Agreement** and **Attachment II, OTS 33 Acceptance of Conditions and Certifications ("State Agreement")**, to this MOA and incorporated herein by reference.

- 2.2.2 Tulare County will provide the services identified in **Attachment III, Schedule A-OTS 38b Project Description (“State-Wide Proposal”)**, of this MOA and incorporated herein by reference.
- 2.2.3 Tulare County will provide quarterly progress reports electronically no later than 15 calendar days following the end of the quarter with a signed, paper copy to be postmarked within five (5) additional calendar days. The final progress report is to be submitted electronically no later than 30 calendar days following the project end date, or June 30, 2009, with a signed, paper copy to be postmarked within ten (10) additional days, or June 10, 2009. The progress report form will be provided by San Diego County Probation Department by 30 days within project implementation. Email address for submitting progress reports is [Terry.Bangayan@SDCounty.ca.gov](mailto:Terry.Bangayan@SDCounty.ca.gov). Progress reports and claims shall be submitted together.
- 2.2.4 Tulare County agrees to comply with fiscal responsibilities and requirements related to project accounting, equipment management, record retention, and audits as described in **Attachment IV, Fiscal Requirements (Chapter 4, OTS Manual)**. The online manual can be found at <http://www.ots.ca.gov/grants/program.asp>.

### 3. Compensation

- 3.1 Tulare County shall receive OTS grant funds amounting to no more than \$168,028.81 for the performance of Tulare County’s obligations under this MOA. San Diego Probation Department agrees to disburse said OTS grant funds to Tulare County in arrears only after receipt and approval by San Diego Probation Department of properly submitted, detailed and itemized original invoice referencing this MOA, and once funds are made available to San Diego County Probation Department by OTS. Services to be paid for upon receipt of a claim from Tulare County in the format specified in **Attachment V, OTS 39a Project Claim Invoice with Instructions (Chapter 5, OTS Manual)**, incorporated herein by reference. The online claim can be found at <http://www.ots.ca.gov/forms/default.asp>.
- 3.2 Claims are to be submitted electronically to San Diego County Probation no later than 15 calendar days following the end of the quarter with a signed, paper copy to be postmarked within five (5) additional calendar days. The final claim is to be submitted electronically no later than 30 calendar days following the project end date, or June 30, 2009, with a signed, paper copy to be postmarked within ten (10) additional calendar days, or July 10, 2009. Email address for submitting claims is [Terry.Bangayan@SDCounty.ca.gov](mailto:Terry.Bangayan@SDCounty.ca.gov). Claims and progress reports shall be submitted together.

- 3.3 Total cost shall not exceed \$168,028.81. Invoices or expenditure reports, with supporting documentation will be prepared by Tulare County and submitted quarterly to:

County of San Diego  
Probation Department, Accounting (P-232)  
9444 Balboa Ave, Suite 500  
San Diego, CA 92123  
Attn: Terry Bangayan, Principal Accountant

4. **Disclaimer/Disallowances:** San Diego County is not responsible for any audit disallowances that may arise from this MOA with participating counties.
5. **Amendments to MOA:** Any party may propose amendments to this MOA by providing written notice of such amendments to the other party. This MOA may only be amended by a written amendment signed by each party's authorized administrative representative. The County of Tulare's authorized administrative representative shall not have authority to amend this MOA for an expenditure that exceeds the OTS grant funds distributed to the County of Tulare pursuant to this MOA. Budget Amendments may be required.
6. **Scope of MOA:** This MOA only applies to the program described herein and does not set forth any additional current or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this MOA.
7. **Term:** This MOA shall become effective on the date all of the parties have signed this MOA but no earlier than June 1, 2006, and be in force until May 31, 2009.
8. **Termination:** This MOA may be terminated at any time by either party by providing 30 days' written notification to the non-terminating party.
9. **Indemnification:**

a. Claims Arising From Sole Acts or Omissions of County

The County of San Diego (County) hereby agrees to defend and indemnify the County of Tulare, its agents, officers and employees (hereinafter collectively referred to in this paragraph as 'Tulare'), from any claim, action or proceeding against Tulare, arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, Tulare may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. Tulare shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

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Tulare hereby agrees to defend and indemnify the County of San Diego, its agents, officers and employees (hereafter collectively referred to in this paragraph as 'County') from any claim, action or proceeding against County, arising solely out of the acts or omissions of Tulare in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such

claim, action or proceeding, but such participation shall not relieve Tulare of any obligation imposed by this Agreement. County shall notify Tulare promptly of any claim, action or proceeding and cooperate fully in the defense.

**c. Claims Arising From Concurrent Acts or Omissions**

County hereby agrees to defend itself, and Tulare hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and Tulare. In such cases, County and Tulare agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below.

**d. Joint Defense**

Notwithstanding paragraph 3 above, in cases where County and Tulare agree in writing to a joint defense, County and Tulare may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Tulare and County. Joint defense counsel shall be selected by mutual agreement of County and Tulare. County and Tulare agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. County and Tulare further agree that neither party may bind the other to a settlement agreement without the written consent of both County and Tulare.

**e. Reimbursement and/or Reallocation**

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and Tulare may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

**10. Insurance:**

Without limiting the indemnification of each party, it is understood and agreed that San Diego County and Tulare County shall each maintain, at their sole expense, insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities throughout the term of this agreement. Coverage shall be provided for comprehensive general liability, automobile liability, professional liability, and workers' compensation exposure. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.

THE PARTIES, having read and considered the above provisions,  
indicate their agreement by their authorized signatures below.

Dated: \_\_\_\_\_

**County of San Diego,  
Probation Department**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**Tulare County**

By: \_\_\_\_\_

APPROVED AS TO FORM:  
COUNTY COUNSEL

By: *[Signature]*  
Deputy

7-5-2006

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**TULARE COUNTY AND SAN DIEGO COUNTY**  
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claim, action or proceeding, but such participation shall not relieve Tulare of any obligation imposed by this Agreement. County shall notify Tulare promptly of any claim, action or proceeding and cooperate fully in the defense.

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**d. Joint Defense**

Notwithstanding paragraph 3 above, in cases where County and Tulare agree in writing to a joint defense, County and Tulare may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Tulare and County. Joint defense counsel shall be selected by mutual agreement of County and Tulare. County and Tulare agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. County and Tulare further agree that neither party may bind the other to a settlement agreement without the written consent of both County and Tulare.

**e. Reimbursement and/or Reallocation**

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Without limiting the indemnification of each party, it is understood and agreed that San Diego County and Tulare County shall each maintain, at their sole expense, insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities throughout the term of this agreement. Coverage shall be provided for comprehensive general liability, automobile liability, professional liability, and workers' compensation exposure. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.

THE PARTIES, having read and considered the above provisions,  
indicate their agreement by their authorized signatures below.

Dated: \_\_\_\_\_

**County of San Diego,  
Probation Department**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**Tulare County**

By: \_\_\_\_\_

APPROVED AS TO FORM:  
COUNTY COUNSEL  
By *[Signature]*  
Deputy  
7-5-2006





State of California

**OFFICE OF TRAFFIC SAFETY  
GRANT AGREEMENT**

**PROJECT NUMBER  
ALO699**

**PAGE 1 (To be completed by applicant Agency)**

**1. PROJECT TITLE**

**TULARE COUNTY PROBATION DUI INTERVENTION & SUPERVISION PROJECT**

**2. NAME OF APPLICANT AGENCY  
COUNTY OF TULARE**

**4. PROJECT PERIOD**

Month - Day - Year

**3. AGENCY UNIT TO HANDLE PROJECT  
TULARE COUNTY PROBATION DEPARTMENT**

From: **06/01/2006**

To: **05/31/2009**

**5. PROJECT DESCRIPTION (Provide an overview of the project activities that will address the problem statement, in approximately 100 words. Space is limited to six lines.)**

One Deputy Probation Officer II salary step 3 will be a new allocation added to the Probation Department expressly for the Probation DUI Intervention & Supervision Project. This officer will be responsible for probation supervision of a minimum of 94 offenders convicted of felony violation of 23152 and 23153 (a,b,c) of the California Vehicle Code. This officer will participate in sobriety checkpoints conducted by local law enforcement agencies; with school officials to conduct "Every 15 Minutes" school assembly programs; conduct warrant service operations; develop a DUI "hot sheet" program; and conduct stakeout and court sting operations.

**6. FEDERAL FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED: \$ 168,029**

**7. APPROVAL SIGNATURES**


**A. PROJECT DIRECTOR**

NAME: **Janet M. Honadle** PHONE: (559) 733-6207

TITLE: Chief Probation Officer FAX: (559) 730-2628

ADDRESS: 221 South Mooney Boulevard, Room 206  
Visalia, CA 93291

E-MAIL: [jhonadle@co.tulare.ca.us](mailto:jhonadle@co.tulare.ca.us)

 6/28/06  
(Signature) (Date)

**B. AUTHORIZING OFFICIAL OF APPLICANT AGENCY**

NAME: **J. Steven Worthley** PHONE: (559) 733-6271

TITLE: Chairman, Board of Supervisors FAX: (559) 733-6898

ADDRESS: 2800 West Burrel Avenue  
Visalia, CA 93291

E-MAIL: [sworthley@co.tulare.ca.us](mailto:sworthley@co.tulare.ca.us)

\_\_\_\_\_  
(Signature) (Date)


**C. FISCAL OR ACCOUNTING OFFICIAL**

NAME: **Linda Hanson-Wimp** PHONE: (559) 733-6207

TITLE: Administrative Services Officer II FAX: (559) 730-2628

ADDRESS: 221 South Mooney Boulevard, Room 206  
Visalia, California 93291

E-MAIL: [lwimp@co.tulare.ca.us](mailto:lwimp@co.tulare.ca.us)

 6-16-06  
(Signature) (Date)

**D. OFFICE AUTHORIZED TO RECEIVE PAYMENTS**

NAME: **Jerry Messinger,**

**AUDITOR/CONTROLLER**

ADDRESS: 221 South Mooney Boulevard  
Visalia, California 93291



APPLICANT AGENCY <b>Tulare County Probation Department</b>	OTS PROJECT NUMBER <b>ALO699</b>
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The following are included herein and constitute a part of this Agreement:

1. OTS-38 – Page 1	5. Schedule C – Quarterly Evaluation Data (when required)
2. Schedule A – Project Description	6. OTS-33 – Acceptance of Conditions and Certifications
3. Schedule B – Detailed Budget Estimate	7. General Terms, Conditions, and Certifications (OTS Grant Program Manual, Volume II, Chapter 6. Volume II, available on-line at <a href="http://www.ots.ca.gov">www.ots.ca.gov</a> )
4. Schedule B-1 – Budget Narrative	

TERMS AND CONDITIONS

It is understood and agreed by the Project Director and Authorizing Official that any grant received as a result of this Agreement is subject to all federal and state regulations governing grants and to those controls expressed in the California Traffic Grant Program Manuals which include, but are not limited to:

REPORTS

1. Quarterly Performance Reports and Reimbursement Claims must be submitted by the Project Director to the Office of Traffic Safety by January 31, April 30, July 31, and October 31, during each year of project operation.
2. OTS will withhold or disallow grant payments, reduce or terminate grant funds, and/or deny future grant funding anytime a grantee fails to comply with any term or condition of the grant contract or program guidelines (**Volume II, Chapter 3.13**). This may include, but is not limited to, the following:
  - Failure to submit acceptable and timely reimbursement claims.
  - Failure to submit acceptable and timely quarterly performance reports; and
  - Failure to submit an acceptable and timely Schedule C, Quarterly Evaluation Data (OTS-38g, applies only when a Schedule C has been required.)
3. By October 31, “continuing” projects must submit a September 30 claim and a written justification to support carrying forward prior year unexpended funds. September 30 claims and written justifications, supporting the carrying forward of prior year unexpended funds, submitted after November 30, will not be processed. The prior claim (i.e., June 30) will be considered the year-end claim in order to close out the federal fiscal year ending September 30. In addition, prior year unexpended funds will be deobligated and allocated to new projects.

## SUBCONTRACTS

4. Consultants and/or subcontractors shall be selected in accordance with the grantee agency procurement policies and procedures in order to comply with the terms of this agreement and in accordance with the OTS Grant Program Manual, Volume II Chapter 6 Procurement & Contract Administration, and Exhibit 6-A General Terms, Conditions, and Certifications.

A fully executed copy of the consultant contract or subcontract and completed Contractual Services Checklist & Questionnaire, OTS 85 shall be submitted to OTS for inclusion in the official project file prior to request for reimbursement.

The grantee, consultant, contractor and/or subcontractor are subject to all conditions and certifications of the Project Agreement and 49 CFR Part 18, and/or CFR Part 19 whichever is applicable.

Services shall be provided subsequent to final execution and signature by both parties to the contract and the work shall be consistent with the start and end dates identified in the Project Agreement. The State is not obligated to make any payment under any agreement prior to final execution or outside the terms of the contract period. Contractor/Applicant Agency expenditures incurred prior to final execution are taken at the risk of that Contractor/Applicant Agency and will be considered unallowable if that agreement/contract is not executed.

## AVAILABILITY OF FUNDS

5. If, during the term of the grant award, federal funds become reduced or eliminated, OTS may immediately terminate or reduce the grant award upon written notice to the project director.

## REVISIONS

6. Project revisions are allowed in accordance with the guidelines detailed in the OTS Volume II, Chapter 3.8 and the revision examples provided in Chapter 3.9. All appropriate documentation required to request a project revision requiring OTS approval (i.e., budget category increases, etc.) must be submitted to OTS.
7. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
8. Additional terms and conditions identified in the OTS **Grant Program Manual, Volume II, Chapter 6, General Terms, Conditions, and Certifications (Exhibit 6-A)**, are incorporated herein by reference and made a part of this document.

**ENFORCEMENT AGENCIES ONLY:**

9. Full time personnel funded under this project shall be dedicated in total to traffic law enforcement.

*EXCEPT:*

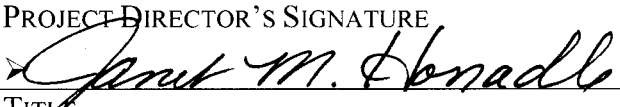

- In the case of a criminal offense committed in the officer's presence.
- In the case of response to an officer in distress.
- In the case of a riot where all available personnel must be committed.

10. Equipment funded under this project is subject to the same requirements as No. 9 above.


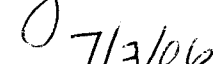
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We, the officials named below, hereby swear that we are duly authorized legally, to bind the contractor or grant recipient to the above described terms and conditions. Executed on the date and in the county below, and is made under penalty of perjury under the laws of the State of California.

---

PROJECT DIRECTOR'S NAME	EXECUTED IN THE COUNTY OF
Janet M. Honadle	Tulare
PROJECT DIRECTOR'S SIGNATURE	DATE EXECUTED
	7-5-06
TITLE	
Chief Probation Officer	
AUTHORIZING OFFICIAL'S NAME	EXECUTED IN THE COUNTY OF
J. Steven Worthley	Tulare
AUTHORIZING OFFICIAL'S SIGNATURE	DATE EXECUTED
	
TITLE	
Chairman, Tulare County Board of Supervisors	

**APPROVED AS TO FORM:  
COUNTY COUNSEL**

By   
Deputy  7/3/06

APPLICANT AGENCY <b>Tulare County Probation Department</b>	OTS PROJECT NUMBER <b>ALO699</b>
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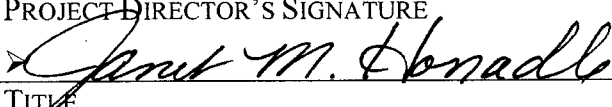

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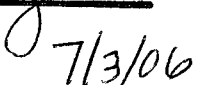
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PROJECT DIRECTOR'S NAME	EXECUTED IN THE COUNTY OF
Janet M. Honadle	Tulare
PROJECT DIRECTOR'S SIGNATURE	DATE EXECUTED
	7-5-06
TITLE	
Chief Probation Officer	
AUTHORIZING OFFICIAL'S NAME	EXECUTED IN THE COUNTY OF
J. Steven Worthley	Tulare
AUTHORIZING OFFICIAL'S SIGNATURE	DATE EXECUTED
	
TITLE	
Chairman, Tulare County Board of Supervisors	

**APPROVED AS TO FORM:  
COUNTY COUNSEL**

By   
Deputy  7/3/06