



Meeting Date: 7/28/09

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Randy Latimer, Traffic Sergeant *(RL)* Agenda Item No. **I-12**

Reviewed By: City Manager *(JLB)* City Attorney *(JP)* Finance *(JC)* Other (Specify) _____

DATE: July 15, 2009

TO: City Council

FROM: John Crombach, Chief of Police *(JCrombach)*
Police Department

SUBJECT: AVOID the 14 DUI Grant Memoranda of Understanding

RECOMMENDATION

That City Council authorize the City Manager or his designee to execute Memoranda of Understanding (MOU) between the cities, and agencies specified in the attached AVOID the 14 DUI Grant Agreement in an amount not to exceed \$100,000 per city or agency, with the total of all MOUs not to exceed \$559,104.00.

DISCUSSION

On September 9, 2008, City Council adopted a resolution to accept the State Office of Traffic Safety Grant Award for the AVOID the 14 DUI Program in the amount of \$559,104.00. At that meeting, City Council authorized the City Manager or his designee to execute the Agreement for the grant award; and approved the establishment of revenue and appropriation in the amount of \$559,104.00.

As a result of being awarded the grant, the Oxnard Police Department was chosen by the State of California, Office of Traffic Safety to perform the following tasks as Administrative Agent for the Project pursuant to the Grant Agreement:

- a. Administer the project with the California Office of Traffic Safety, including submittal of all required financial and programmatic reports.
- b. Reimburse participating agencies promptly when invoiced for eligible project-related costs. Eligible costs include hourly overtime costs for officers, sergeants, community service officers, dispatchers, and clerical positions. Straight time and administrative overhead costs will not be reimbursed.
- c. Participate in all enforcement activities and take turns coordinating and hosting enforcement operations on a mutually agreeable basis with the allied agencies.

- d. Schedule project-related meetings as needed to coordinate enforcement activities.

The grant also requires the City to develop a Memorandum of Understanding that details the terms of each agency's participation in the AVOID the 14 DUI Program. The City Council's authorization of the City Manager or his designee to execute Memorandums of Understanding with each participating agency will enable the City to meet its obligations under the Office of Traffic Safety Grant Agreement.

FINANCIAL IMPACT

Approval of this recommendation will have no effect on the General Fund Operating Reserve.

Attachment 1 – Office of Traffic Safety Grant Agreement AL0908, Avoid the 14

Attachment 2 – Memorandum of Understanding (sample) that will be delivered to each participating agency.



State of California

OFFICE OF TRAFFIC SAFETY
GRANT AGREEMENT

PROJECT NUMBER

AL0908

PAGE 1 (To be completed by applicant Agency)

1. PROJECT TITLE

AVOID THE 14 DUI CAMPAIGN – VENTURA COUNTY

2. NAME OF APPLICANT AGENCY

CITY OF OXNARD

4. PROJECT PERIOD

Month – Day - Year

From: 10/01/08

To: 1/31/12

3. AGENCY UNIT TO HANDLE PROJECT

OXNARD POLICE DEPARTMENT

5. PROJECT DESCRIPTION

The Oxnard Police Department will serve as the host agency for a Regional DUI effort in Ventura County to reduce alcohol-involved fatalities and injuries and raise general public awareness regarding the problems associated with drinking and driving. Participating agencies include Police Departments from the cities of Camarillo, Fillmore, Moorpark, Ojai, Port Hueneme, Ventura, Santa Paula, Simi Valley, Thousand Oaks, the Ventura County Sheriff's Department, Ventura County Department of Probation, The District Attorney's Office the Ventura County Community College District Police Department, ABC and the California Highway Patrol. Activities will include DUI checkpoints, DUI saturation patrols, DUI Task Force Operations and Warrant/Court Sting operations for repeat DUI offenders during the Memorial Day, Fourth of July, August-Labor Day Mobilization, Winter Holiday Mobilization, and designated special events with identified DUI problems.

6. FEDERAL FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED:

\$ 559,104.00

7. APPROVAL SIGNATURES

A. PROJECT DIRECTOR

NAME: **Martin Meyer** PHONE: (805) 385-7078
TITLE: Traffic Commander FAX: (805) 385-7614
ADDRESS: 251 South "C" Street
Oxnard, CA 93030
E-MAIL: martinmeyer@oxnardpd.org

(Signature)

(Date)

B. AUTHORIZING OFFICIAL OF APPLICANT AGENCY

NAME: **Edmund F. Sotelo** PHONE: (805) 385-7430
TITLE: City Manager FAX: (805) 385-7595
ADDRESS: 300 West Third Street 4th Floor
Oxnard, CA 93030
E-MAIL: edmund.sotelo@ci.oxnard.ca.us

(Signature)

(Date)

C. FISCAL OR ACCOUNTING OFFICIAL

NAME: **Norma J. Owens** PHONE: (805) 385-7477
TITLE: Grant Manager FAX: (805) 385-7466
ADDRESS: 300 West Third Street
Oxnard, CA 93030
E-MAIL: norma.owens@ci.oxnard.ca.us

(Signature)

(Date)

D. OFFICE AUTHORIZED TO RECEIVE PAYMENTS

TITLE: FINANCE DEPARTMENT / CITY OF OXNARD
ADDRESS: 300 West Third Street
Oxnard, CA 93030

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PROBLEM STATEMENT

Though significant progress has been made in reducing the frequency of driving under the influence (DUI) and related injuries and fatalities, alcohol remains the number one Primary Collision Factor (PCF) in fatal crashes. In 2007, Statewide Integrated Traffic Records System (SWITRS) provisional data shows 32,133 people were killed and injured in alcohol-involved crashes reflecting a 1.7 percent decrease from 2006. California's rate of alcohol-related deaths per 100 million miles driven dropped from 1.65 in 1982 to .51 in 2006. DUI incidents are typically at their highest during the winter holiday period (Christmas and New Years), Memorial Day, Independence Day and Labor Day weekends. Other high incident periods include Halloween, Super Bowl Sunday, Cinco de Mayo and local festivals/events with identified DUI problems.

The Ventura County statistics shown below indicate persons killed and injured in **alcohol-involved collisions** during these campaign periods.

2007	Memorial Day Holiday		Fourth of July Holiday		Summer-Labor Day Mobilization		Winter Holiday Mobilization	
	Injured	Killed	Injured	Killed	Injured	Killed	Injured	Killed
Totals	3	0	14	1	50	0	36	4

2007	Killed	Injured
Incorporated Jurisdictions	20	550
Unincorporated	8	121
Totals Your County	28	671

PROJECT GOALS

The overall goal of the project is to enable Ventura County law enforcement agencies to publicize the combined DUI efforts of all law enforcement agencies in Ventura County and to raise general public awareness regarding the problems associated with drinking and driving.

1. To reduce the calendar year 2007 base number of persons killed in alcohol-involved collisions each holiday enforcement period:
 - a. Winter Holiday Mobilization to lower/maintain from 4 to 3 during mid-December 2009 to January 1, 2010; mid-December 2010 to January 1, 2011; and mid-December 2011 to January 1, 2012.
 - b. Memorial Day holiday weekend to lower/maintain from 0 to 0 during the period of May, 2009; May 2010; and May 2011.
 - c. Fourth of July holiday weekend to lower/maintain from 1 to 0 during the period of July 2009; July 2010; and July 2011.
 - d. Labor Day holiday Mobilization to lower/maintain from 0 to 0 during the period of mid-August-September 2009; mid-August-September 2010; and mid-August-September 2011.

2. To reduce the calendar year 20067 base number of persons injured in alcohol-involved collisions each holiday enforcement period:

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- a. Winter Holiday mobilization to lower from 36 to 32 during mid-December 2009 to January 1, 2010; mid-December 2010 to January 1, 2011; and mid-December 2011 to January 1, 2012.
 - b. Memorial Day holiday weekend to lower from 3 to 2 during the period of May, 2009; May 2010; and May 2011.
 - c. Fourth of July holiday weekend to lower from 14 to 13 during the period of July 2009; July 2010; and July 2011.
 - d. Labor Day holiday Mobilization to lower from 50 to 45 during the period of mid-August-September 2009; mid-August-September 2010; and mid-August-September 2011.
3. To reduce the number of persons killed in alcohol-involved collisions 10% from the calendar 2007 base year total of 28 to 25 by September 30, 2011.
 4. To reduce the number of persons injured in alcohol-involved collisions 10% from the calendar 2007 base year total of 671 to 604 by September 30, 2011.

PROJECT OBJECTIVES

1. To ensure that a minimum of 6 sworn police department personnel conducting DUI enforcement with grant funding have received NHTSA-CERTIFIED Standardized Field Sobriety Testing (SFST) training by September 30, 2009.
2. To conduct a minimum of 18 DUI/DL checkpoints as follows:
 - a. 2 during each Winter Holiday Mobilization during mid-December, 2009 to January 1, 2010, mid-December, 2010 to January 1, 2011, and mid-December, 2011 to January 1, 2012.
 - b. 1 during each Memorial Day 4 day holiday weekend during May 2009, May 2010, and May 2011.
 - c. 1 during each Independence Day holiday weekend during July, 2009, July, 2010, and July, 2011.
 - d. 2 during each Summer Mobilization of mid August through the Labor Day weekend of 2009, 2010, and 2011.

Note: For combination DUI/DL checkpoints, departments must issue press releases that mention D/L's will be checked at the DUI/DL checkpoint. Also, according to the Attorney General's Office all DUI/DL checkpoint operations must have signs reading "DUI/Driver's License Checkpoint Ahead."

To maximize effectiveness, it may be necessary to conduct a checkpoint operation at more than one location on any given day/night. Each checkpoint should be highly publicized and visible. No occupant restraint citations will be issued at the checkpoints. **OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoint operations that begin prior to 1800 hours.**

3. To conduct 50 DUI saturation patrols by September 30, 2009, an additional 68 patrols by September 30, 2010, an additional 68 patrols by September 30, 2011 and an additional 18 patrols by January 31, 2012.
 - a. 12 during each Winter Holiday Mobilization during December, 2009 to January 1, 2010; December, 2010 to January 1, 2011; and December, 2011 to January 1, 2012.
 - b. 8 during each Memorial Day 4 day holiday weekend during May 2009; May 2010; and May 2011.
 - c. 12 during each Independence Day holiday weekend of July, 2009; July, 2010; and July, 2011.

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- d. 12 during each Summer Mobilization of the August/September Labor Day weekend August/September, 2009; August/September, 2010; and August/September 2011.
 - e. 24 during Other Special events for example: Super Bowl Sunday, St Patrick's Day, Cinco de Mayo, Halloween or a community event such as the County Fair.
- 4. To Conduct 1 Multi-Agency DUI Task Force Operation during the Winter Mobilization period of 2009, 2010, and 2011, to conduct 1 Multi-Agency DUI Task Force Operation during the Summer Mobilization period of 2009, 2010 and 2011 and to conduct 4 Oxnard City DUI Task Force Operations during holiday periods or local events with identified DUI problems in Fiscal Year 1 - 2008-2009.
 - 5. To Conduct 1 warrant Service Patrol targeting repeat DUI offenders who fail to appear in court or who violate probation during each Winter Mobilization Period of 2009, 2010, and 2011, and 1 Warrant Service Patrol during the Summer Mobilization of 2009, 2010 and 2011.
 - 6. To Conduct 1 Court Sting Operation targeting Unlicensed DUI offenders who fail to obey court orders not to drive or who violate probation during each Winter Mobilization Period of 2009, 2010, and 2011 and 1 Court Sting Operation during the Summer Mobilization of 2009, 2010 and 2011.
 - 7. Following each of the above NHSTA Holiday Mobilization Campaigns, data required for the Schedule C will be captured from all DUI grant activities and the NHTSA Mobilization Data shall be forwarded via fax or email to the OTS Avoid Coordinator for reporting to NHTSA and their National Mobilization campaign reporting.
 - 8. To increase the calendar 2007 base year DUI arrests by 5% each holiday enforcement period:
 - a. Memorial Day 4 day holiday weekend from 88 to 92 during May, 2009; 92 to 97 during May, 2010; and 97 to 102 during May, 2011.
 - b. Independence Day holiday 4 day weekend from 88 to 92 during the period of July, 2009; 92 to 97 during July, 2010; and 97 to 102 during July, 2011.
 - c. Summer Mobilization-Labor Day holiday mobilization from 187 to 196 during the period of Mid-August through Labor Day, 2009; 196 to 206 during Mid-August through Labor Day, 2010; and 206 to 216 during Mid-August through Labor Day, 2011.
 - d. Winter Holiday Mobilization from 342 to 359 during Mid-December, 2009 through January 1, 2010; 359 to 377 during Mid-December, 2010 through January 1, 2011; and 377 to 396 during Mid-December, 2011 through January 1, 2012.
 - e. Other Special events i.e.: Super Bowl Sunday, St. Patrick's Day, Cinco de Mayo, Halloween weekend or other special community events with identified DUI issues such as the county fair, etc.
 - 9. To conduct an annual DUI Seminar and awards presentation to disseminate DUI information and enforcement strategies to enforcement agencies by December 31 of each grant year.

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a particular police officer issue a specified or predetermined number of citations in pursuance of the goals and objectives hereunder.

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MEDIA OBJECTIVES

1. To issue a press release announcing the kick-off of the project by January 25, 2009. All Grant related press releases and media advisories, alerts, and materials must be forwarded to your OTS Regional Coordinator and the OTS Public Information Officer at pio@ots.ca.gov for approval 14 days prior to the issuance date of the release.

2. To conduct "Avoid the 14" public information campaigns during the periods of:
 - a. May, 2009; May, 2010 and May 2011.
 - b. Independence Day holiday period July 2009, July 2010, and July 2011.
 - c. August/Labor Day Mobilization Period, 2009; 2010; and 2011.
 - d. December, 2009 to January 1, 2010; December 2010, to January 1, 2011; and December 2011 to January 1, 2012.
 - e. To collect all countywide DUI arrest / DUI collision data and report daily during each campaign period via www.Californiaavoid.org website.

3. To prepare complete press information for your allied agencies and for broadcast reporters during each campaign period including a main press release, campaign calendar, departmental plans and fact sheet. The material will emphasize the campaign's serious, aggressive enforcement and the high cost of DUI in terms of money, criminal consequences and human misery. The information for each campaign period will be completed by December 1; May 15; June 15 and August 1, of each grant year.

4. To conduct a press conference or media event for each campaign period in cooperation with all other regional Avoid projects for the NHTSA Mobilization by Mid-December 2009, 2010, 2011 and opening press conference or media event for each campaign period in cooperation with all other regional Avoid projects for the NHTSA Mobilization by Mid-August, 2009, 2010, 2011. The press releases and media advisories, alerts, and materials must be forwarded to your OTS Regional Coordinator and the OTS Public Information Officer at pio@ots.ca.gov for approval 14 days prior to the issuance date of the release.

5. To conduct an intensive news bureau media effort, including daily reporting of statistics on DUI arrests, injuries and deaths to the list of major local newspaper(s) TV and Radio. The news bureau will report statistics every morning before 11 a.m. during the periods of:
 - a. Memorial Day Weekend May, 2009; May, 2010; and May, 2011.
 - b. Independence Day Weekend July 2009; July 2010; and July 2011
 - c. August Mobilization/Labor Day Weekend, 2009; 2010; and 2011.
 - d. Winter Mobilization Mid-December, 2009 to January 1, 2010; Mid-December 2010 to January 1, 2011; and Mid-December, 2011 to January 1, 2012.
 - e. To collect all countywide DUI arrest and collision data and report daily during each campaign period via www.Californiaavoid.org website.

6. To issue at least eight daily Winter Holiday Mobilization news stories via email or fax to daily and weekly newspapers, to radio and television, to wire services and to the Office of Traffic Safety each project year by January 1, 2010, January 1, 2011 and January 1, 2012.

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7. To issue at least eight daily Summer/Labor Day Holiday Mobilization news stories via email or fax to daily and weekly newspapers, to radio and television, to wire services and to the Office of Traffic Safety each project year by August 1, 2009, August 1, 2010, and August 1, 2011.
8. During each campaign period of each project year, to place at least:
 - a. Four newspaper stories, 2 radio and 2 television stories during the Memorial Day Holiday during May 2009; May 2010; and May, 2011.
 - b. Four newspaper stories, 2 radio and 2 television stories during the Independence Day Holiday during July, 2009; July, 2010; and July, 2011.
9. Where applicable, County Avoid programs will partner in the Regional Avoid media campaigns in the major media markets to maximize the overall goals of the Avoid Grants – Enforcement and Community Awareness. To collect all countywide DUI arrest and DUI collision data and report daily to the media during each campaign period via www.Californiaavoid.org website
10. To use the following standard language in all press, media, and printed materials: ***“Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration”.***

METHOD OF PROCEDURE

Phase 1 – Program Preparation (October 1, 2008 – November 30, 2008)

Develop a memorandum of Understanding (MOU) with each participating agency that details enforcement activities to be conducted and personnel, number of hours required, and rate of compensation for each position.

To form an “Avoid Committee” comprised of representatives of all agencies participating in the program by November 1st of each project year.

To maintain judicial support of the program by communicating program goals and activities to the Court.

To collaborate with Alcoholic Beverage Control, District Attorney’s Offices, and community based organizations to gain program support.

To hold the first meeting and designate a committee chair and a steering sub-committee elected by committee members, by November 30, of each project year (By November 1st during initial preparation – 2008). The steering sub-committee shall be comprised of at least three members representing local, county and state law enforcement. The steering sub-committee will approve all public information concepts and materials, and create all enforcement operational plans.

To gain commitment from law enforcement executives in the county annually on the campaign and to encourage them to emphasize DUI enforcement during all phases with officers on regular patrols and by allocating overtime hours to extra units, participating in forming special teams and in conducting DUI checkpoints, and contributing to all public information elements of the campaign.

To develop an Enforcement Operational Plan for each phase of the campaign by:

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- May 1, of each project year.
- June 1, of each project year.
- August 1, of each project year.
- December 1, of each project year.

Note: The steering sub-committee will develop the Operational Plans with final approvals given by the committee.

To assign by December 1st each year, a Public Information Officer (PIO) from one of the involved agencies to perform all program coordination and public information functions in relation to the project (by November 1st during initial preparation – 2008). To develop, purchase, and/or order campaign materials for distribution.

Phase 2 – Program Operations (January 1, 2009 – December 31, 2011)

Schedule and conduct enforcement and public information campaigns for each campaign period according to the Operational Plan.

Phase 3 – Data Gathering & Reporting (Throughout Project Period)

Agencies are required to collect and report quarterly, appropriate data that support each of the goals and objectives progress.

To collect all countywide DUI arrest and DUI collision data and report daily during each campaign period via www.Californiaavoid.org website.

To measure the grant's impact on crime by tracking non-traffic-related arrests that initiate from DUI checkpoints and/or other grant supported activities or operations. Some of the crime statistics to be collected include narcotic arrests, confiscated weapons, stolen vehicles recovered, criminal misdemeanor arrests, criminal felony arrests, and felony warrant arrests.

Statistical data relating to the project goals and objectives will be collected, analyzed, and incorporated in Quarterly Performance Reports (QPRs). QPRs for the quarter ending September 30 will include year to date comparisons of goals and objectives. The Quarterly Evaluation Data Form, Schedule C, will be completed each quarter and submitted as part of the QPR.

These reports will compare actual project accomplishments with the planned accomplishments. They will include information concerning changes made by the project Director in planning and guiding the project efforts.

Reports shall be completed in accordance with OTS requirements specified in the Grant Program Manual, Chapter 7, and submitted in compliance with the signed Acceptance of Conditions and Certifications (OTS-33) included within this agreement.

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METHOD OF EVALUATION

Using the data compiled in Phase 3, the project manager will evaluate: (1) how well the stated project goals and objectives were accomplished, (2) if all the activities outlined in the "Method of Procedure" were performed in accordance with the project agreement; and (3) was the project cost effective?

ADMINISTRATIVE SUPPORT

This program has full support of the City of Oxnard. Every effort will be made to continue the activities after the project conclusion.

MEMORANDUM OF UNDERSTANDING
for the "Avoid the 14 DUI Campaign – Ventura County" Project

This Memorandum of Understanding ("MOU") for participating in the Avoid the 14 DUI Campaign – Ventura County Project ("Project") is entered into this 30 day of June 2009, between **CITY OF OXNARD** ("Oxnard") and the **CITY OF PORT HUENEME** ("Participating Agency").

WHEREAS, Oxnard has entered into a Grant Agreement with the California Office of Traffic Safety ("OTS") to fund regional DUI enforcement efforts in Ventura County and will serve as host agency for those regional efforts; and

WHEREAS, there are fourteen agencies that will participate in the Project ("Allied Agencies"); and

WHEREAS, in its capacity as host agency, Oxnard is providing fiscal pass-through services for the Allied Agencies for the successful financial management of the Project; and

WHEREAS, the Project allows Oxnard to reimburse each Allied Agency for personnel assigned for certain deployments or details.

NOW, THEREFORE, in mutual consideration of the terms and conditions provided herein, the parties agree as follows:

1. PROJECT OBJECTIVES Oxnard and Participating Agency shall work cooperatively with the other Allied Agencies to reduce alcohol-related collision injuries and fatalities in Ventura County, publicize the combined DUI efforts of the Allied Agencies, and raise general public awareness regarding the problems associated with drinking and driving. Joint DUI enforcement activities shall include DUI saturation patrols, DUI/Driver's License checkpoints, and Warrant Service Patrols and Court Sting Operations targeting repeat DUI offenders during the periods specified in the Grant Agreement ("Enforcement Activities").

2. PROJECT PERIOD; TERMINATION This MOU shall remain in effect through the Project period, which shall commence on October 1, 2008, and shall terminate on January 31, 2012, unless terminated earlier as provided herein. This MOU may be terminated by Oxnard or Participating Agency at any time upon seven (7) days written notice to the other party.

3. ROLE OF OXNARD Oxnard shall perform the following tasks as administrative agent for the Project pursuant to the Grant Agreement:

a. Administer the Project with the California Office of Traffic Safety, including submittal of all required financial and programmatic reports.

b. Reimburse Participating Agency promptly when invoiced for eligible Project-related costs. Eligible costs include hourly overtime costs for officers, sergeants, community service officers, dispatchers, and clerical positions. Straight time and administrative overhead costs will not be reimbursed.

- c. Participate in all Enforcement Activities and take turns coordinating and hosting enforcement operations on a mutually agreeable basis with the Allied Agencies.
- d. Schedule Project-related meetings as needed to coordinate Enforcement Activities.

4. ROLE OF PARTICIPATING AGENCY Participating Agency shall assist with all Enforcement Activities, as follows:

- a. Assign staff to assist with Enforcement Activities during the following activity periods, which are more specifically set forth in the Grant Agreement:
 - i. Winter Holiday Mobilization.
 - ii. Memorial Day holiday weekend.
 - iii. Independence Day holiday weekend.
 - iv. Summer Mobilization-Labor Day Holiday Mobilization.
 - v. Special events with identified DUI problems.
- b. Coordinate and host enforcement operations on a mutually agreeable rotational basis with the Allied Agencies.
- c. Attend Project-related meetings to schedule and coordinate Enforcement Activities.
- d. Collect and submit statistics on Enforcement Activities as necessary to complete specific reporting requirements under the Grant Agreement. Oxnard shall not reimburse Participating Agency for eligible Project-related costs until such statistics have been submitted.

5. REIMBURSEMENT OF ELIGIBLE COSTS Oxnard shall be responsible for the oversight and distribution of all funds awarded through the Grant Agreement. The total amount of reimbursable overtime and travel costs under the Grant Agreement for Allied Agencies shall not exceed \$100,000.00 per participating agency.

Budgeted grant activities will be conducted by Participating Agency personnel on an overtime basis. Personnel will be deployed as needed to accomplish the grant goals and objectives, and reimbursement for each level of personnel shall be made at the Participating Agency's hourly overtime rate for that level of personnel; **however, in no case will reimbursement exceed the following maximum overtime hourly rates:**

- \$ 40.44 per hour for a Dispatcher.
- \$ 18.46 per hour for a Cadet.
- \$ 59.21 per hour for an Officer.
- \$ 64.56 per hour for a Senior Officer.
- \$ 80.82 per hour for a Sergeant.

Overtime shall be reimbursed at the applicable hourly rate plus the overtime benefit rate of 17.67%. Pay is budgeted for an annual increase of approximately 5% per year.

Oxnard shall reimburse eligible costs incurred by Participating Agency for Enforcement Activities within 60 days of Participating Agency's submittal of an invoice for such costs and all statistics on Enforcement Activities as required by the Grant Agreement. Invoices shall be itemized and in a form satisfactory to Oxnard. In the event of any discrepancy regarding an invoice, Oxnard shall provide Participating Agency with a written statement objecting to the charges within 30 days of the receipt of invoice. It is likely the actual rates

6. LIABILITY Participating Agency waives all claims and recourse against Oxnard, including the right of contribution, for loss or damage to property and personal injury to Participating Agency (including but not limited to its employees or agents) or third parties and releases Oxnard from any and all liability related to or in any way connected to Participating Agency's participation in the Enforcement Activities. Participating Agency agrees to indemnify Oxnard and hold it harmless from any loss or damage suffered by Oxnard as a result of the Enforcement Activities.

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

8. ENTIRE AGREEMENT This MOU contains the entire understanding between Oxnard and Participating Agency. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this MOU 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 faxed to Oxnard – Traffic Division at the following number.

Martin Meyer,
Traffic Commander
251 South "C" Street
Oxnard CA 93030
Phone: 805-385-7078
Fax: 805-385-7595
E-mail:martin.meyer@oxnardpd.org

Formal notices and communications shall be mailed to Participating Agency at the following address:

Peter Freiberg
Sergeant
Port Hueneme Police Department
250 N. Ventura Rd.
Port Hueneme, CA 93041
Phone: 805-986-6646
Fax: 805-488-2633
E-Mail: pfreiberg@ci.port-hueneme.ca.us

10. PARTIAL INVALIDITY Any provision of this MOU, which shall prove to be invalid, void, or illegal, shall in no way affect, impair or invalidate any other provision thereof and such other provision shall remain in full force and effect.

ATTACHMENT NO. 2
PAGE 3 OF 4

11. AVAILABILITY OF FUNDS Payment of all services provided pursuant to this MOU is contingent upon OTS funding the grant for the Project through Oxnard. In the event that OTS does not fund the grant, Oxnard shall not be liable for any payment to Participating Agency for enforcement services provided by Participating Agency pursuant to this MOU whatsoever. Oxnard may terminate this MOU in accordance with the provisions of Paragraph 2 for unavailability of OTS funds.

12. ADDITIONAL TERMS AND CONDITONS Participating Agency agrees to abide by those additional applicable terms and conditions identified in the OTS Grant Program Manual, Chapter 6 (Procurement & Contract Administration) and Exhibit 6-A (General Terms, Conditions and Certifications), available on-line at www.ots.ca.gov.

13. AUTHORIZATION TO EXECUTE MOU Each party hereto acknowledges that the person executing this MOU on behalf of said party has been authorized to do so in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Participating Agency and Oxnard have caused this MOU to be executed and attested by their respective officers duly authorized as of the date set forth above.

CITY OF OXNARD	PARTICIPATING AGENCY
BY _____ EDMUND F. SOTELO, City Manager	BY _____ DAVE NORMAN, City Manager
APPROVED AS TO FORM  _____, ALAN HOLMBERG, City Attorney	APPROVED AS TO FORM _____, Legal Counsel