351

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: SHERIFF'S DEPARTMENT

SUBMITTAL DATE: 10/17/13

SUBJECT: ACCEPTANCE OF FY 2013-14 CALIFORNIA OFFICE OF TRAFFIC SAFETY GRANT AWARDS, ALL DISTRICTS. [$1,426,998 – FEDERAL FUNDS]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize the Sheriff to sign and execute the Project Agreements with the California Office of Traffic Safety, on behalf of the Department's contract cities, accepting grant awards totaling $499,588 for overtime salaries and benefits, equipment and travel expenses devoted to the FY 2013-14 Selective Traffic Enforcement Program (STEP);
2. Authorize the Sheriff to sign and execute the Project Agreements with the Regents of the University of California, on behalf of the Department's contract cities, accepting grant awards totaling $801,910 for overtime salaries and benefits and supplies devoted to the FY 2013-14 Sobriety Checkpoint Grant Program;
3. Ratify a Memorandum of Understanding with the Riverside Police Department for the Sheriff's Department's participation, on behalf of the contract cities, for overtime salaries paid for labor devoted to the FY 2013-14 Avoid the 30 Enforcement Program and authorize the Chairperson to sign all copies of the MOU on behalf of the Board;

(Continued on Page 2)

Stanley L. Sniff Jr.
Sheriff-PA-Coroner
Will Taylor, Dir. of Administration

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	$ 1,010,638	$ 416,360	$ 1,426,998	$ 0	Consent ☐ Policy ☒
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0	

SOURCE OF FUNDS: Federal Funds

Budget Adjustment: Yes
For Fiscal Year: 13/14

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: Elizabeth J. Olson

MINUTES OF THE BOARD OF SUPERVISORS

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY TANYA S. HARRIS, CPA 10/23/13

FORM APPROVED COUNTY COUNSEL
BY NEAL R. KIPNIS DATE 10/24/13

Departmental Concurrence

☐ Positions Added ☐ Change Order
☐ A-30 ☒ 4/5 Vote

Prev. Agn. Ref.: | **District: All** | **Agenda Number:** 3-40

4. Ratify a Memorandum of Understanding with the Ontario Police Department for the Sheriff's Department's participation, on behalf of the contract cities, for overtime salaries paid for labor devoted to the FY 2013-14 Alcohol Multi-Agency Enforcement Program and authorize the Chairperson to sign all copies of the MOU on behalf of the Board;
5. Authorize the Sheriff, or his designee to administer the grant projects, sign payment requests, claims for reimbursements, progress reports, future amendments and/or modifications not increasing the award by more than 20% on behalf of the County;
6. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

BACKGROUND:
Summary
The California Office of Traffic Safety's (OTS) mission is to effectively and efficiently administer traffic safety grants to reduce traffic deaths, injuries and economic losses. Annually, as required by Section 2900 of the State Vehicle Code, OTS develops a plan to reduce traffic collisions, known as the Highway Safety Plan. This Plan serves as California's application to the National Highway Traffic Safety Administration (NHTSA) for federal funds available to states.

Prior to this year, the California Highway Patrol and Riverside County cities applied for grant projects to OTS. If the Sheriff's contract cities were approved for an OTS grant, the Sheriff's Department provided staff to handle grant project tasks and billed the cities at Board-approved rates. The cities then used the Department billing as documentation of their costs in claiming reimbursements from OTS.

This year OTS, per a NHTSA directive, informed the Sheriff's Department that it would no longer award grants to the contract cities. OTS now wants to award its grants and contract directly with the Sheriff's Department. If the Board accepts the FY 2013-14 grant awards, as recommended, Sheriff's Grants staff will administer the grant projects and submit claims for grant reimbursements. Further, NHTSA will not reimburse for hours billed at the Sheriff's Board-approved contract rates. Rather, it will reimburse for actual overtime salaries and benefits.

So, with Board approval, the Sheriff's Department will begin handling the administration for seven OTS grant projects totaling $499,588, awarded under STEP. Funded STEP operations may include: DUI saturation patrols; patrols focusing on speed, aggressive driving, seat belt enforcement, intersections with disproportionate numbers of traffic crashes and special enforcement operations encouraging motorcycle safety. The STEP program may also include the utilization of a HOT Sheet. A HOT Sheet includes information identifying the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. As part of the grant project these HOT Sheets will be updated monthly and supplied to traffic officers. These operations will be carried out in the contract cities of Indian Wells, Menifee, Moreno Valley, Norco, Palm Desert, Rancho Mirage and San Jacinto. The grant project term is from 10/1/13 to 9/30/14.

The Sheriff's Department has also agreed, pending Board approval, to handle the administration for 11 grant projects totaling $801,910, awarded under the Sobriety Checkpoint grant program. Although primary funding for this program's activities will be provided by OTS, the University of California at Berkeley Safe Transportation Research and Education Center will manage the program, tabulate data reports and remit funds in response to grant claims. The checkpoints will be conducted in the contract cities of Coachella, Eastvale, Jurupa Valley, Lake Elsinore, La Quinta, Menifee, Moreno Valley, Norco, Perris, San Jacinto and Temecula. The grant project term is from 10/1/13 to 9/30/14.

Since NHTSA will only reimburse for actual overtime worked, as identified by employee name, the Sheriff's Department will submit claims for the County. And of course, the Department will discontinue billing the contract cities for the above specified grant projects.

The Riverside Police Department has been awarded an OTS FY 2013-14 grant to conduct the Regional Driving Under the Influence enforcement effort in the County. It has administered this effort, also known as the "Avoid the 30" program, each year since 2008. The grant project elicits the participation of 30 County law enforcement agencies to emphasize DUI enforcement during specified patrol periods. In previous years, per the requests of almost all the Sheriff's contract cities, Sheriff's personnel have provided these patrols and billed the cities, which then requested reimbursement from Riverside PD.

As a result of discussions with OTS, Riverside PD and the Sheriff's Department, it was decided that Riverside PD will continue to administer the grant project for the whole County. However, for grant funded patrols in the contract cities, it will submit claims for remittance to the Sheriff's Department. In FY 2012-13, the contract cities submitted claims pursuant to this grant project totaling $94,875.

The Ontario Police Department has been awarded an OTS FY 2013-14 grant to conduct an Alcohol Multi-Agency Enforcement Program project. The contract city of Jurupa Valley has announced its wish to participate in the program. As with the Avoid the 30 program, Ontario will submit claims for remittance to the Sheriff's Department.

Neither one of the City administered grant projects reimburses for benefits applied to overtime hours worked. In the Financial Data section of this Form 11, the Department has estimated reimbursable costs for its Avoid the 30 program effort at $85,500 in FY 2013-14 and $31,000 for the first quarter of FY 2014-15. For the Alcohol Multi-Agency Enforcement Program project, the Department has estimated a reimbursable cost of $9,000 for FY 2013-14.

For the STEP and Sobriety Checkpoint grant project efforts, the Sheriff's Department has requested overtime salary and benefits appropriations of $749,817 in FY 2013-14. The Department is also requesting all the Class Two and Four project appropriations for the projects in FY 2013-14. The remaining $385,360 for overtime is estimated to be expended in FY 2014-15.

COUNTY OTS GRANTS AND OTHER OTS GRANT PROJECTS

GRANT PROGRAMS	TOTAL	FY 13/14	FY 14/15
STEP	$499,588	$351,660	$147,928
SOBRIETY CHECKPOINTS	$801,910	$564,478	$237,432
SUBTOTAL	$1,301,498	$916,138	$385,360
RIVERSIDE PD	$116,500	$85,500	$31,000
ONTARIO PD	$9,000	$9,000	
GRAND TOTAL	$1,426,998	$1,010,638	$416,360

County Counsel has approved the STEP and Sobriety Checkpoint grant program project agreements and the Riverside PD and Ontario PD MOUs as to form.

Impact on Citizens and Businesses

These grant projects, through focused enforcement activities, help to reduce highway deaths, injuries and economic losses. The Sheriff's Department does not in any way want these crucial traffic safety efforts to be curtailed. The 18 contact city grant applications and awards are ample evidence of the cities' continuing need to address traffic safety on their streets. However, the administration for these projects is a new and significant undertaking for Sheriff's Grants staff, and, at least for the present year, it is not charging for any administrative expense, because the Department does not want to decrease from the already set grant project allocations.

Schedule A

Increase Appropriations:

10000-2500300000-510420	Overtime	766,237
10000-2500300000-518080	Other Budgeted Benefits	78,080
10000-2500300000-523230	Miscellaneous Expense	4,055
10000-2500300000-523700	Office Supplies	1,780
10000-2500300000-525440	Professional Services	11,826
10000-2500300000-526910	Field Equipment-Non Assets	71,410
10000-2500300000-527860	Training Materials	4,000
10000-2500300000-528900	Air Transportation	17,500
10000-2500300000-528960	Lodging	8,750
10000-2500300000-528980	Meals	2,000
10000-2500300000-546020	Equipment-Automotive	15,000
10000-2500300000-546280	Capitalized Software	30,000
	TOTAL	$1,010,638

Increase Estimated Revenues:

10000-2500300000-767220	Federal-Other Operating Grants	$1,010,638

RIVERSIDE POLICE DEPARTMENT
AVOID THE 30 ENFORCEMENT PROGRAM
MEMORANDUM OF UNDERSTANDING

This RIVERSIDE POLICE DEPARTMENT AVOID THE 30 PROGRAM IN RIVERSIDE COUNTY MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into this ___ day of _____, 2013, by and between, the City of Riverside, through its Police Department ("City") and the County of Riverside, a political subdivision of the State of California, on behalf of its Sheriff's Department ("Participating Agency").

RECITALS

A. Riverside 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 30, between October 1, 2013, and September 30, 2014 ("Program").

B. The Grant allows Riverside to reimburse designated police agencies that participate in the Avoid the 30 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 30 Program may include the following: City of Banning, City of Beaumont, City of Blythe, Cathedral City, City of Corona, City of Desert Hot Springs, City of Hemet, City of Indio, City of Murrieta, City of Palm Springs, County of Riverside Sheriff's Department, University of Riverside Police, Riverside Community College Police, and the California Department of Park and Recreation.

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 Riverside.

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 30 Program in Riverside 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 Riverside 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-alcohol arrests, number of DUI-drug arrests, number of DUI-alcohol/drug combo arrests, number of drug arrests, number of criminal (in custody) arrests, number of drivers with suspended/revoked licenses, 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-alcohol arrests, number of DUI-drug arrests, number of DUI-alcohol/drug combo arrests, number of drug arrests, number of criminal (in custody) arrests, number of drivers with suspended/revoked licenses, 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 paid overtime rate 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, number of hours worked, and total dollars requested for overtime reimbursement. In addition, copies of overtime slips and/or ledger report(s) signed and approved by supervision supporting actual hours and costs are required. City, County 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 30 Program as set forth in this Avoid the 30 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 $294,587.00 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 30 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 30 enforcement activities conducted during the Avoid the 30 enforcement period.

D. Time Limit for Submitting Invoices. Participating Agency shall submit an invoice for services to the City of Riverside. 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 thirty (30) days after the date the Participating Agency renders the service, or more than thirty (30) 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:

Avoid the 30 Grant Coordinator
8181 Lincoln Avenue
Riverside, CA 92504
951.826.8730
Avoid30@riversideca.gov

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 RIVERSIDE

Approved by:

Scott C. Barber
City Manager

Attest:

Colleen J. Nicol
City Clerk

Approved as to Form:

James Brown
Supervising Deputy City Attorney
City of Riverside

PARTICIPATING AGENCY
(County of Riverside)

Reviewed and Accepted by Participating Agency:

John J. Benoit, Chair
Riverside County Board of Supervisors

Attest:

Kecia Harper-Ihem
Clerk of the Board

Date

Approved as to Form:

FORM APPROVED COUNTY COUNSEL
BY NEAL R. KIPNIS DATE 12/11/13

ONTARIO POLICE DEPARTMENT
ALCOHOL MULTI-AGENCY ENFORCEMENT PROGRAM
MEMORANDUM OF UNDERSTANDING

This ONTARIO POLICE DEPARTMENT ALCOHOL MULTI-AGENCY ENFORCEMENT PROGRAM IN SAN BERNARDINO COUNTY MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into this ___ day of _____, 2013, by and between, the City of Ontario, through its Police Department ("City") and the County of Riverside, a political subdivision of the State of California, on behalf of 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 an Alcohol Beverage Control (ABC) Multi-Agency/City Task Force, between October 1, 2013 and September 30, 2014 ("Program").

B. The Grant allows Ontario to reimburse designated police agencies that participate in the ABC Multi-Agency Task Force for authorized ABC operations on an overtime basis (150% of their hourly rate). Participating Agencies retained for the purpose of performing professional services for the Alcohol Multi-Agency Enforcement Program may include, but not limited to the following: City of Barstow, City of Chino, City of Colton, City of Fontana, City of Montclair, City of Palm Springs, City of Pomona, City of Redlands, City of Rialto, City of Riverside, City of San Bernardino, City of Upland, the California University of San Bernardino Police, and the San Bernardino and Riverside County Sheriff's Departments.

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 ABC Multi-Agency Task Force staff on an overtime basis as staffing levels allow for the ABC operations in the Inland Empire to include neighboring City of Pomona. Participating Agency commits to participate in the program as staffing levels allow and to encourage officers to emphasize ABC Multi-Agency Task Force Enforcement Program 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 ABC Multi-Agency Task Force 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 ABC operation activities, the following information must be collected and reported: number of minor decoy operations, including on/off sale visits, on/off sale sold, number of shoulder tap operations, including people contacted, premises visited, people cited, people booked and total arrests.

4. ALLOWABLE COSTS AND PAYMENTS.

A. Allowable Costs. Participating Agency shall bill for services rendered during ABC Multi-Agency Task Force 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 ABC Multi-Agency Task Force as set forth in this ABC Multi-Agency Task Force 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 $95,000 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 ABC Multi-Agency Task Force Enforcement Program and as invoiced in accordance with Paragraph B, Invoice Requirements as stated above. Funding is solely for reimbursement of officer overtime incurred during ABC operations conducted during the ABC Multi-Agency Task Force Enforcement Program.

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 renders 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:

Robert Sturgis, Police Officer Grant Coordinator 2500 S. Archibald Avenue Ontario, CA 91761 (909) 395-2001 x4773 (909) 395-2718 (fax) Rsturgis@ontariopolice.org	**AND**	Donna Bailey, Management Analyst Fiscal Coordinator 2500 S. Archibald Avenue Ontario, CA 91761 (909) 395-2979 (909) 395-2797 (fax) Dbailey@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

Approved by:

_____

Chris Hughes
City Manager

Attest:

_____

City Clerk

PARTICIPATING AGENCY

(County of Riverside)

Reviewed and Accepted by Participating Agency:

_____

John J. Benoit, Chair
Riverside County Board of Supervisors

Attest:

_____

Kecia Harper-Ihem
Clerk of the Board

_____

Date

FORM APPROVED COUNTY COUNSEL
BY NEAL R. KIPNIS 12/21/17
DATE