

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: SHERIFF

BOARD AGENDA # *B-4

Urgent Routine

AGENDA DATE November 13, 2012

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Authorization for the Sheriff's Department to Accept the California Office of Traffic Safety General Traffic Records Grant Funding and to Negotiate a Memorandum of Understanding with the Cities of Modesto, Patterson, Riverbank, Ceres, Newman, Hughson and Waterford for Implementation of the Program

STAFF RECOMMENDATIONS:

1. Approve the award of the State of California Office of Traffic Safety (OTS), General Traffic Records Grant for funding in an amount up to \$355,000 for Fiscal Year 2012/2013, for the Stanislaus County Collaborative Automated Citation Program.
2. Authorize the Sheriff-Coroner and Auditor-Controller to accept the funding from the Office of Traffic Safety and to establish appropriations and estimated revenue in the Sheriff Operations budget, when the final award amount is known.
3. Approve the Resolution for the acceptance of the funding and identification of the signing authority for the grant.

(Continued on page 2)

FISCAL IMPACT:

The Sheriff's Department requested financial aid from the California State Office of Traffic Safety to fund the Collaborative Automated Citation Program for Fiscal Year 2012-2013. An award of \$300,000 to Stanislaus County was announced in an August 15, 2012, Office of Traffic Safety press release. The Sheriff and his staff have been in negotiations with OTS staff with the likelihood of the award reaching nearly \$355,000. The grant will be used for the purchase of handheld auto citation devices, blue tooth thermal printers, docking stations, court interface software, and law enforcement records managements systems interface.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2012-563

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Authorization for the Sheriff's Department to Accept the California Office of Traffic Safety General Traffic Records Grant Funding and to Negotiate a Memorandum of Understanding with the Cities of Modesto, Patterson, Riverbank, Ceres, Newman, Hughson and Waterford for Implementation of the Program
Page 2

STAFF RECOMMENDATIONS (Continued from page 1):

4. Authorize the Sheriff, or his designee to negotiate a Memorandum of Understanding with the City of Modesto, City of Patterson, City of Riverbank, City of Ceres, City of Newman, City of Hughson and the City of Waterford for the California Office of Traffic Safety - General Traffic Records Grant Program.

FISCAL IMPACT (Continued from page 1):

Participants in the collaborative are Stanislaus County Sheriff's Department, City of Modesto, City of Patterson, City of Riverbank, City of Ceres, City of Newman, City of Waterford and the City of Hughson. It is anticipated that the grant will also cover one year of maintenance on the equipment. Thereafter, each agency will be responsible for the maintenance, upkeep and repair for the equipment upon implementation. There is no impact on the County General Fund.

DISCUSSION:

The State of California, Office of Traffic Safety (OTS), provides financial aid to local governmental agencies through its General Grants financial aid program. Under this program, OTS provides funds that can be utilized to assist agencies in decreasing the number of auto accidents through traffic enforcement and collection of traffic trends.

The Stanislaus County Sheriff's Department applied for and received an initial award in the amount of \$300,000 from the OTS Traffic Records Grant. The Sheriff and his staff have been diligently working with OTS staff and it is extremely likely that funds reaching nearly \$355,000 will be awarded. The funds will be used to purchase hand held auto citation devices, blue tooth thermal printers, docking stations, and will provide funding to program "back end" interfaces to law enforcements' records management systems.

A coordinated planning process was taken to develop the grant proposal with the Stanislaus County Sheriff's Department taking the lead as the grant applicant. Representatives from respective agencies formed a planning group to identify the need/goals and develop a program design. The agencies participating in the collaborative are Stanislaus County Superior Court, City of Modesto, City of Patterson, City of Riverbank, City of Ceres, City of Newman, City of Waterford, and the City of Hughson.

Traffic citations written in the field on the auto cite devices will be electronically transmitted to Superior Court and uploaded through the interface provided by the Court and into the perspective law enforcement agencies records management systems. The time savings for the deputy writing the citation is estimated to be reduced in half, along with the clerical staff time to manually process the citation.

Authorization for the Sheriff's Department to Accept the California Office of Traffic Safety General Traffic Records Grant Funding and to Negotiate a Memorandum of Understanding with the Cities of Modesto, Patterson, Riverbank, Ceres, Newman, Hughson and Waterford for Implementation of the Program
Page 3

This proven technology with automated citations between the City of Turlock and Superior Court has been in place for over two years and has proven the cost savings in staff time to local law enforcement agencies.

POLICY ISSUES:

Approval of this item supports the Boards' priorities of A Safe Community and Effective Partnerships.

STAFFING IMPACTS:

Existing staff will utilize the devices for traffic enforcement.

CONTACT INFORMATION:

Susan Harper, Records Manager - Operations Division. (209) 525-7154
Robert Banks, Deputy Sheriff - Operations Division.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
STATE OF CALIFORNIA

Date: November 13, 2012

No. 2012-563

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

Item # *B-4

THE FOLLOWING RESOLUTION WAS ADOPTED:

IN RE: Authorization for the Sheriff's Department to Accept the California Office of Traffic Safety General Traffic Records Grant Funding and to Negotiate a Memorandum of Understanding with the Cities of Modesto, Patterson, Riverbank, Ceres, Newman, Hughson and Waterford for Implementation of the Program:

WHEREAS, the State of California, Office of Traffic Safety financial aid program is to provide financial aid to local government agencies to aid in the reduction of injury or fatal auto accidents. The program is intended to augment existing local resources and enforcement activities with no local funding match required for the financial aid;

WHEREAS, the Stanislaus County Sheriff's Department through a collaborative effort with Stanislaus Superior Court, City of Modesto, City of Patterson, City of Riverbank, City of Ceres, City of Newman, City of Waterford and the City of Hughson has a need for additional funding to implement automated traffic citation issuance to support a safe community;

NOW, THEREFORE, BE IT RESOLVED, that the Stanislaus County Board of Supervisors, State of California hereby authorizes the acceptance of funding in an amount up to \$355,000 from the State of California, Office of Traffic Safety, through the General Traffic Records Grant Financial Aid Program.

BE IT FURTHER RESOLVED, that the Stanislaus County Board of Supervisors authorizes the Sheriff-Coroner, to negotiate a Memorandum of Understanding with the Cities of Modesto, Patterson, Riverbank, Ceres, Newman, Hughson and Waterford for Implementation of the Program.

BE IT FURTHER RESOLVED, that the Stanislaus County Board of Supervisors authorizes the Sheriff-Coroner, or his designee, to sign each reimbursement claim.

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk
Stanislaus County Board of Supervisors,
State of California



File No.

**MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF STANISLAUS AND
CITY OF MODESTO AND
CITY OF RIVERBANK AND
CITY OF PATTERSON AND
CITY OF NEWMAN AND
CITY OF CERES AND
CITY OF WATERFORD AND
CITY OF HUGHSON
FOR THE CALIFORNIA OFFICE OF TRAFFIC SAFETY
GENERAL TRAFFIC RECORDS GRANT PROGRAM**

This Agreement is made and entered into this 9 day of April, 2013, by and between The County of Stanislaus, hereinafter referred to as COUNTY, and the City of Modesto, hereinafter referred to as MODESTO, and the City of Riverbank, hereinafter referred to as RIVERBANK, and the City of Patterson, hereinafter referred to as PATTERSON, and the City of Newman, hereinafter referred to as NEWMAN, City of Ceres, hereinafter referred to as CERES, City of Waterford, hereinafter referred at as WATERFORD, and the City of Hughson, hereinafter referred to as HUGHSON, collectively referred to as the "Parties". to distribute the General Traffic Grant funds:

WHEREAS, the PARTIES in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments or equipment purchased from current revenues legally available to that party, and

WHEREAS, the PARTIES find that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of equipment and costs fairly compensates the performing party for the services or functions under this Agreement, and

WHEREAS, the PARTIES share of the California Office of Traffic Safety grant award to purchase hand held citation writers, docking stations, and related software for use by each of the participating agencies, and

WHEREAS, the COUNTY and MODESTO, RIVERBANK, PATTERSON, NEWMAN, CERES, WATERFORD and HUGHSON believe it to be in their best interest to electronically interface the citations written into the Stanislaus Court and the Stanislaus County District Attorney's Office records management system electronically from device docking stations located at each law enforcement agency. The data from each citation will be provided to the Court and District Attorney's Office by the vendor and interfaced to the records management systems by I.T. staff for both agencies.

WHEREAS, the PARTIES have applied for and been awarded a grant in the amount of \$361,800. to purchase hardware and software to implement an electronic traffic citation program. The equipment and software will be purchased by COUNTY as the administrator of the grant and awarded to each of the PARTIES by the following agreement.

WHEREAS, THE parties agree to reimburse COUNTY for their share of the vendor's Autocite processing software stored and maintained by the vendor on the vendor's server and accessible remotely to each participating party.

WHEREAS, the PARTIES agree the overall grant administrator will be the Records Manager for the Stanislaus County Sheriff's Department.

Section 1.

PARTIES agree MODESTO be awarded ten (10) electronic citation handheld devices with one (1) six position docking station and reimbursement of the actual cost of the third party interface to the MODESTO Police records management system in an amount not to exceed \$30,000.

PARTIES agree RIVERBANK be awarded six (6) electronic citation handheld devices with one (1) six position docking station.

PARTIES agree PATTERSON be awarded four (4) electronic citation handheld devices with one (1) six position docking station.

PARTIES agree NEWMAN be awarded FOUR (4) electronic citation handheld devices with one (1) six position docking station and will be reimbursement of the actual cost of the third party interface to the NEWMAN Police records management system "not to exceed" \$20,000.

PARTIES agree CERES be awarded twelve (12) electronic citation handheld devices with one (1) six position docking station.

PARTIES agree WATERFORD to be awarded one (1) electronic citation handheld device with one (1) six position docking station.

PARTIES agree HUGHSON be awarded one (1) electronic citation handheld device with one (1) six position docking station.

PARTIES agree by awarding these devices to each agency they will become the sole property of the agency awarded the devices. Repairs, shipment and service of the devices during and after the initial warranty period shall become the responsibility of each agency for the number of devices provided.

COUNTY agrees the share of the award in the amount of \$6,000., be spent on end user training on the hand held devices and vendor project management.

Section 2

Each City agrees to reimburse COUNTY for their share of the vendor's hosted solution, after the first year, in the amount of the maintenance contract divided by the number of devices being supported by the connection for each individual agency, not to exceed the actual cost of the hosted solution. (For example the initial year of hosting costs is \$4,800 divided by the total number of purchased devices (50) will be \$96 per device annually). COUNTY agrees to provide to the participating agencies a copy of any vendor increases in hosting services.

Section 3

PARTIES agree to reimburse COUNTY for their share of the individual hardware and software warranties on the devices, after the initial one year warranty period. The contracted price for year two and three will be \$500 annually for each device and \$50 for each docking station.

Section 4

PARTIES agree to provide the COUNTY a quarterly financial and programmatic report not later than fifteen (15) calendar days after the end of the quarter following the official grant award date. The report will be delivered sufficiently in advance and will contain the data necessary to submit the final report on the grant in the required thirty (30) calendar days after the end of each quarter following the grant award.

Section 5

PARTIES agree to meet quarterly the first year of the grant then annually after the initial first year of the grant to discuss recommended changes in the vendor hosted connectivity. Any changes or modifications to the connectivity will be handled as an amendment to this agreement.

Section 6

MODESTO, RIVERBANK, PATTERSON, NEWMAN, CERES, WATERFORD, and HUGHSON, may terminate this Agreement or any part hereof upon giving COUNTY at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice. PARTIES agree to pay for all ancillary agreements and warranties for the three year period of the vendor agreement.

Section 7

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Tort Claims Act.

Section 8

Nothing in the performance of this Agreement shall impose any liability for claims against MODESTO, RIVERBANK, PATTERSON, NEWMAN, CERES, WATERFORD and HUGHSON other than claims for which liability may be imposed by the Tort Claims Act.

Section 9

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 10


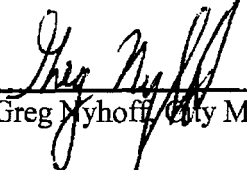
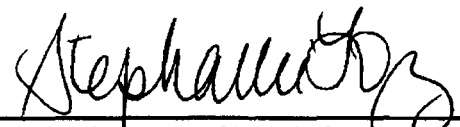
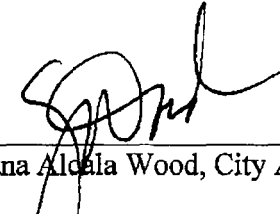
The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

The signature of the parties below designate acceptance of the terms of this Agreement and shall be binding upon the parties upon the effective date of the Agreement.

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2013- 123, adopted by the Council of the City of Modesto on the 9 day of Apr, 2013, and the County of Stanislaus has caused this Agreement to be duly executed.

<p>COUNTY OF STANISLAUS</p> <p>By: </p> <p>Adam Christianson SHERIFF-CORONER "County"</p>	<p>CITY OF MODESTO</p> <p>By: </p> <p>Greg Nyhoff, City Manager "Modesto"</p>
	<p>ATTEST:</p> <p>By: </p> <p>Stephanie Lopez, City Clerk</p>
<p>APPROVED AS TO FORM:</p> <p>By: _____</p> <p>John P. Doering, County Counsel</p>	<p>APPROVED AS TO FORM:</p> <p>By: </p> <p>Susana Alcalá Wood, City Attorney</p>

**APPROVED AS TO RISK
MANAGEMENT FORM**

BY  DATE 4/10/13

**MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF STANISLAUS AND
CITY OF MODESTO AND
CITY OF RIVERBANK AND
CITY OF PATTERSON AND
CITY OF NEWMAN AND
CITY OF CERES AND
CITY OF WATERFORD AND
CITY OF HUGHSON
FOR THE CALIFORNIA OFFICE OF TRAFFIC SAFETY
GENERAL TRAFFIC RECORDS GRANT PROGRAM**

This Agreement is made and entered into this 1th day of May, 2013, by and between The County of Stanislaus, hereinafter referred to as COUNTY, and the City of Modesto, hereinafter referred to as MODESTO, and the City of Riverbank, hereinafter referred to as RIVERBANK, and the City of Patterson, hereinafter referred to as PATTERSON, and the City of Newman, hereinafter referred to as NEWMAN, City of Ceres, hereinafter referred to as CERES, City of Waterford, hereinafter referred at as WATERFORD, and the City of Hughson, hereinafter referred to as HUGHSON, collectively referred to as the "Parties". to distribute the General Traffic Grant funds:

WHEREAS, the PARTIES in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments or equipment purchased from current revenues legally available to that party, and

WHEREAS, the PARTIES find that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of equipment and costs fairly compensates the performing party for the services or functions under this Agreement, and

WHEREAS, the PARTIES share of the California Office of Traffic Safety grant award to purchase hand held citation writers, docking stations, and related software for use by each of the participating agencies, and

WHEREAS, the COUNTY and MODESTO, RIVERBANK, PATTERSON, NEWMAN, CERES, WATERFORD and HUGHSON believe it to be in their best interest to electronically interface the citations written into the Stanislaus Court and the Stanislaus County District Attorney's Office records management system electronically from device docking stations located at each law enforcement agency. The data from each citation will be provided to the Court and District Attorney's Office by the vendor and interfaced to the records management systems by I.T. staff for both agencies.

WHEREAS, the PARTIES have applied for and been awarded a grant in the amount of \$361,800. to purchase hardware and software to implement an electronic traffic citation program. The equipment and software will be purchased by COUNTY as the administrator of the grant and awarded to each of the PARTIES by the following agreement.

WHEREAS, THE parties agree to reimburse COUNTY for their share of the vendor's Autocite processing software stored and maintained by the vendor on the vendor's server and accessible remotely to each participating party.

WHEREAS, the PARTIES agree the overall grant administrator will be the Records Manager for the Stanislaus County Sheriff's Department.

Section 1.

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PARTIES agree RIVERBANK be awarded six (6) electronic citation handheld devices with one (1) six position docking station.

PARTIES agree PATTERSON be awarded six (6) electronic citation handheld devices with one (1) six position docking station.

PARTIES agree NEWMAN be awarded FOUR (4) electronic citation handheld devices with one (1) six position docking station and will be reimbursement of the actual cost of the third party interface to the NEWMAN Police records management system "not to exceed" \$20,000.

PARTIES agree CERES be awarded twelve (12) electronic citation handheld devices with one (1) six position docking station.

PARTIES agree WATERFORD to be awarded one (1) electronic citation handheld device with one (1) six position docking station.

PARTIES agree HUGHSON be awarded one (1) electronic citation handheld device with one (1) six position docking station.

PARTIES agree by awarding these devices to each agency they will become the sole property of the agency awarded the devices. Repairs, shipment and service of the devices during and after the initial warranty period shall become the responsibility of each agency for the number of devices provided.

COUNTY agrees the share of the award in the amount of \$6,000., be spent on end user training on the hand held devices and vendor project management.

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Each City agrees to reimburse COUNTY for their share of the vendor's hosted solution, after the first year, in the amount of the maintenance contract divided by the number of devices being supported by the connection for each individual agency, not to exceed the actual cost of the hosted solution. (For example the initial year of hosting costs is \$4,800 divided by the total number of purchased devices (50) will be \$96 per device annually). COUNTY agrees to provide to the participating agencies a copy of any vendor increases in hosting services.

Section 3

PARTIES agree to reimburse COUNTY for their share of the individual hardware and software warranties on the devices, after the initial one year warranty period. The contracted price for year two and three will be \$500 annually for each device and \$50 for each docking station.

Section 4

PARTIES agree to provide the COUNTY a quarterly financial and programmatic report not later than fifteen (15) calendar days after the end of the quarter following the official grant award date. The report will be delivered sufficiently in advance and will contain the data necessary to submit the final report on the grant in the required thirty (30) calendar days after the end of each quarter following the grant award.

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Section 7

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Tort Claims Act.

Section 8

Nothing in the performance of this Agreement shall impose any liability for claims against MODESTO, RIVERBANK, PATTERSON, NEWMAN, CERES, WATERFORD and HUGHSON other than claims for which liability may be imposed by the Tort Claims Act.

Section 9

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 10

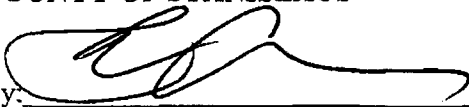
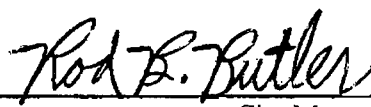


The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

The signature of the parties below designate acceptance of the terms of this Agreement and shall be binding upon the parties upon the effective date of the Agreement.

IN WITNESS WHEREOF, the City of Patterson, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2012-____, adopted by the Council of the City of Patterson on the ____ day of ____, 2012, and the County of Stanislaus has caused this Agreement to be duly executed.

<p>COUNTY OF STANISLAUS</p> <p>By: </p> <p>Adam Christianson SHERIFF – CORONER</p> <p>"County"</p>	<p>CITY OF PATTERSON</p> <p>By: </p> <p>, City Manager</p> <p>"Patterson"</p>
	<p>ATTEST:</p> <p>By: </p> <p>Maricela Vela, City Clerk</p>
<p>APPROVED AS TO FORM:</p> <p>By: _____</p> <p>John P. Doering, County Counsel</p>	<p>APPROVED AS TO FORM:</p> <p>By: </p> <p>Douglas White, City Attorney</p>

RESOLUTION 2013-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PATTERSON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF
AGREEMENT WITH THE COUNTY OF STANISLAUS, CITY OF MODESTO, CITY
OF NEWMAN, CITY OF RIVERBANK, CITY OF PATTERSON, CITY OF CERES,
CITY OF WATERFORD, AND CITY OF HUGHSON FOR THE CALIFORNIA OFFICE
OF TRAFFIC SAFETY GENERAL TRAFFIC RECORDS GRANT PROGRAM**

WHEREAS, Staff has been engaged in discussions with seven other local jurisdictions regarding the implementation of automated traffic citation machines; and

WHEREAS, automated traffic citation machines would save time in the issuance process, data entry, amendments, and sending citation information to the court; and

WHEREAS, the California Office of Traffic Safety general traffic records grant program would cover the cost of equipment, related software, interfaces, and data storage; and

WHEREAS, participation in the California Office of Traffic Safety general traffic records grant program would be beneficial, as it would help to streamline the citation process.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Patterson to authorize the City Manager to enter into a Memorandum of Agreement with the County of Stanislaus, City of Modesto, City of Newman, City of Riverbank, City of Ceres, City of Waterford, and City of Hughson for the California Office of Traffic Safety general traffic records grant program.

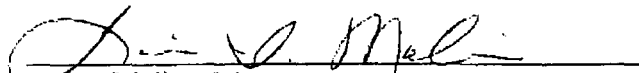
The foregoing resolution of the City Council of the City of Patterson was passed by the City Council at a regular meeting held on the 7th day of May 2013, by Councilmember Farinha, who moved its adoption, which motion was duly seconded by Councilmember Lustgarten, and the resolution adopted by the following vote:

AYES: Councilmembers Buehner, Novelli, Farinha, Lustgarten and Mayor
Molina

NOES: None

EXCUSED: None

APPROVED:


Luis I. Molina, Mayor
City of Patterson

ATTEST:



Maricela L. Vela, City Clerk
City of Patterson

I hereby certify that the foregoing is a full, correct and true copy of a resolution passed by the City Council of the City of Patterson, a Municipal Corporation of the County of Stanislaus, State of California, at a regular meeting held on the 7th day of May 2013, and I further certify that said resolution is in full force and effect and has never been rescinded or modified.

DATED:

City Clerk of the City of Patterson

**MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF STANISLAUS AND
CITY OF MODESTO AND
CITY OF RIVERBANK AND
CITY OF PATTERSON AND
CITY OF NEWMAN AND
CITY OF CERES AND
CITY OF WATERFORD AND
CITY OF HUGHSON
FOR THE CALIFORNIA OFFICE OF TRAFFIC SAFETY
GENERAL TRAFFIC RECORDS GRANT PROGRAM**

This Agreement is made and entered into this 11th day of March, 2013, by and between The County of Stanislaus, hereinafter referred to as COUNTY, and the City of Modesto, hereinafter referred to as MODESTO, and the City of Riverbank, hereinafter referred to as RIVERBANK, and the City of Patterson, hereinafter referred to as PATTERSON, and the City of Newman, hereinafter referred to as NEWMAN, City of Ceres, hereinafter referred to as CERES, City of Waterford, hereinafter referred at as WATERFORD, and the City of Hughson, hereinafter referred to as HUGHSON, collectively referred to as the "Parties". to distribute the General Traffic Grant funds:

WHEREAS, the PARTIES in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments or equipment purchased from current revenues legally available to that party, and

WHEREAS, the PARTIES find that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of equipment and costs fairly compensates the performing party for the services or functions under this Agreement, and

WHEREAS, the PARTIES share of the California Office of Traffic Safety grant award to purchase hand held citation writers, docking stations, and related software for use by each of the participating agencies, and

WHEREAS, the COUNTY and MODESTO, RIVERBANK, PATTERSON, NEWMAN, CERES, WATERFORD and HUGHSON believe it to be in their best interest to electronically interface the citations written into the Stanislaus Court and the Stanislaus County District Attorney's Office records management system electronically from device docking stations located at each law enforcement agency. The data from each citation will be provided to the Court and District Attorney's Office by the vendor and interfaced to the records management systems by I.T. staff for both agencies.

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COUNTY agrees the share of the award in the amount of \$6,000., be spent on end user training on the hand held devices and vendor project management.

Section 2

Each City agrees to reimburse COUNTY for their share of the vendor's hosted solution, after the first year, in the amount of the maintenance contract divided by the number of devices being supported by the connection for each individual agency, not to exceed the actual cost of the hosted solution. (For example the initial year of hosting costs is \$4,800 divided by the total number of purchased devices (50) will be \$96 per device annually). COUNTY agrees to provide to the participating agencies a copy of any vendor increases in hosting services.

Section 3

PARTIES agree to reimburse COUNTY for their share of the individual hardware and software warranties on the devices, after the initial one year warranty period. The contracted price for year two and three will be \$500 annually for each device and \$50 for each docking station.

Section 4

PARTIES agree to provide the COUNTY a quarterly financial and programmatic report not later than fifteen (15) calendar days after the end of the quarter following the official grant award date. The report will be delivered sufficiently in advance and will contain the date necessary to submit the final report on the grant in the required thirty (30) calendar days after the end of each quarter following the grant award.

Section 5

PARTIES agree to meet quarterly the first year of the grant then annually after the initial first year of the grant to discuss recommended changes in the vendor hosted connectivity. Any changes or modifications to the connectivity will be handled as an amendment to this agreement.

Section 6

MODESTO, RIVERBANK, PATTERSON, NEWMAN, CERES, WATERFORD, and HUGHSON, may terminate this Agreement or any part hereof upon giving COUNTY at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice. PARTIES agree to pay for all ancillary agreements and warranties for the three year period of the vendor agreement.

Section 7

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Tort Claims Act.

Section 8

Nothing in the performance of this Agreement shall impose any liability for claims against MODESTO, RIVERBANK, PATTERSON, NEWMAN, CERES, WATERFORD and HUGHSON other than claims for which liability may be imposed by the Tort Claims Act.

Section 9

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 10


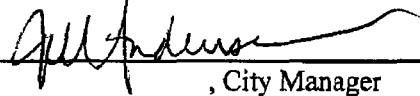
The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

The signature of the parties below designate acceptance of the terms of this Agreement and shall be binding upon the parties upon the effective date of the Agreement.

IN WITNESS WHEREOF, the City of Riverbank, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2012-____, adopted by the Council of the City of Riverbank on the ____ day of ___, 2012, and the County of Stanislaus has caused this Agreement to be duly executed.

<p>COUNTY OF STANISLAUS</p> <p>By:  Adam Christianson SHERIFF – CORONER "County"</p>	<p>CITY OF RIVERBANK</p> <p>By:  _____, City Manager "Riverbank"</p>
	<p>ATTEST:</p> <p>By: _____ _____, City Clerk</p>
<p>APPROVED AS TO FORM:</p> <p>By: _____ John P. Doering, County Counsel</p>	<p>APPROVED AS TO FORM:</p> <p>By: _____ _____, City Attorney</p>

**MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF STANISLAUS AND
CITY OF MODESTO AND
CITY OF RIVERBANK AND
CITY OF PATTERSON AND
CITY OF NEWMAN AND
CITY OF CERES AND
CITY OF WATERFORD AND
CITY OF HUGHSON
FOR THE CALIFORNIA OFFICE OF TRAFFIC SAFETY
GENERAL TRAFFIC RECORDS GRANT PROGRAM**

This Agreement is made and entered into this 26th day of Feb, 2013, by and between The County of Stanislaus, hereinafter referred to as COUNTY, and the City of Modesto, hereinafter referred to as MODESTO, and the City of Riverbank, hereinafter referred to as RIVERBANK, and the City of Patterson, hereinafter referred to as PATTERSON, and the City of Newman, hereinafter referred to as NEWMAN, City of Ceres, hereinafter referred to as CERES, City of Waterford, hereinafter referred at as WATERFORD, and the City of Hughson, hereinafter referred to as HUGHSON, collectively referred to as the "Parties". to distribute the General Traffic Grant funds:

WHEREAS, the PARTIES in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments or equipment purchased from current revenues legally available to that party, and

WHEREAS, the PARTIES find that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of equipment and costs fairly compensates the performing party for the services or functions under this Agreement, and

WHEREAS, the PARTIES share of the California Office of Traffic Safety grant award to purchase hand held citation writers, docking stations, and related software for use by each of the participating agencies, and

WHEREAS, the COUNTY and MODESTO, RIVERBANK, PATTERSON, NEWMAN, CERES, WATERFORD and HUGHSON believe it to be in their best interest to electronically interface the citations written into the Stanislaus Court and the Stanislaus County District Attorney's Office records management system electronically from device docking stations located at each law enforcement agency. The data from each citation will be provided to the Court and District Attorney's Office by the vendor and interfaced to the records management systems by I.T. staff for both agencies.

WHEREAS, the PARTIES have applied for and been awarded a grant in the amount of \$361,800. to purchase hardware and software to implement an electronic traffic citation program. The equipment and software will be purchased by COUNTY as the administrator of the grant and awarded to each of the PARTIES by the following agreement.

WHEREAS, THE parties agree to reimburse COUNTY for their share of the vendor's Autocite processing software stored and maintained by the vendor on the vendor's server and accessible remotely to each participating party.

WHEREAS, the PARTIES agree the overall grant administrator will be the Records Manager for the Stanislaus County Sheriff's Department.

Section 1.

PARTIES agree MODESTO be awarded ten (10) electronic citation handheld devices with one (1) six position docking station and reimbursement of the actual cost of the third party interface to the MODESTO Police records management system in an amount not to exceed \$30,000.

PARTIES agree RIVERBANK be awarded six (6) electronic citation handheld devices with one (1) six position docking station.

PARTIES agree PATTERSON be awarded four (4) electronic citation handheld devices with one (1) six position docking station.

PARTIES agree NEWMAN be awarded FOUR (4) electronic citation handheld devices with one (1) six position docking station and will be reimbursement of the actual cost of the third party interface to the NEWMAN Police records management system "not to exceed" \$20,000.

PARTIES agree CERES be awarded twelve (12) electronic citation handheld devices with one (1) six position docking station.

PARTIES agree WATERFORD to be awarded one (1) electronic citation handheld device with one (1) six position docking station.

PARTIES agree HUGHSON be awarded one (1) electronic citation handheld device with one (1) six position docking station.

PARTIES agree by awarding these devices to each agency they will become the sole property of the agency awarded the devices. Repairs, shipment and service of the devices during and after the initial warranty period shall become the responsibility of each agency for the number of devices provided.

COUNTY agrees the share of the award in the amount of \$6,000., be spent on end user training on the hand held devices and vendor project management.

Section 2

Each City agrees to reimburse COUNTY for their share of the vendor's hosted solution, after the first year, in the amount of the maintenance contract divided by the number of devices being supported by the connection for each individual agency, not to exceed the actual cost of the hosted solution. (For example the initial year of hosting costs is \$4,800 divided by the total number of purchased devices (50) will be \$96 per device annually). COUNTY agrees to provide to the participating agencies a copy of any vendor increases in hosting services.

Section 3

PARTIES agree to reimburse COUNTY for their share of the individual hardware and software warranties on the devices, after the initial one year warranty period. The contracted price for year two and three will be \$500 annually for each device and \$50 for each docking station.

Section 4

PARTIES agree to provide the COUNTY a quarterly financial and programmatic report not later than fifteen (15) calendar days after the end of the quarter following the official grant award date. The report will be delivered sufficiently in advance and will contain the date necessary to submit the final report on the grant in the required thirty (30) calendar days after the end of each quarter following the grant award.

Section 5

PARTIES agree to meet quarterly the first year of the grant then annually after the initial first year of the grant to discuss recommended changes in the vendor hosted connectivity. Any changes or modifications to the connectivity will be handled as an amendment to this agreement.

Section 6

MODESTO, RIVERBANK, PATTERSON, NEWMAN, CERES, WATERFORD, and HUGHSON, may terminate this Agreement or any part hereof upon giving COUNTY at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice. PARTIES agree to pay for all ancillary agreements and warranties for the three year period of the vendor agreement.

Section 7

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Tort Claims Act.

Section 8

Nothing in the performance of this Agreement shall impose any liability for claims against MODESTO, RIVERBANK, PATTERSON, NEWMAN, CERES, WATERFORD and HUGHSON other than claims for which liability may be imposed by the Tort Claims Act.

Section 9

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 10

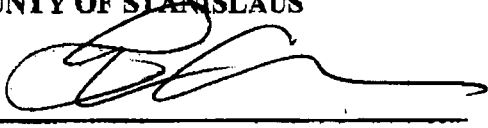
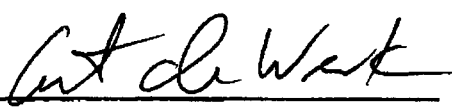
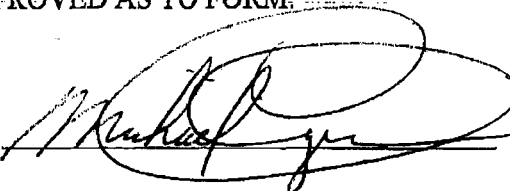
The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

The signature of the parties below designate acceptance of the terms of this Agreement and shall be binding upon the parties upon the effective date of the Agreement.

IN WITNESS WHEREOF, the City of Ceres, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2012-___, adopted by the Council of the City of Ceres on the ___ day of ___, 2012, and the County of Stanislaus has caused this Agreement to be duly executed.

<p>COUNTY OF STANISLAUS</p> <p>By: </p> <p>Adam Christianson SHERIFF - CORONER</p> <p>"County"</p>	<p>CITY OF CERES</p> <p>By: </p> <p>, City Manager</p> <p>"Ceres"</p>
	<p>ATTEST:</p> <p>By: _____</p>
<p>APPROVED AS TO FORM:</p> <p>By: _____</p> <p>John P. Doering, County Counsel</p>	<p>APPROVED AS TO FORM:</p> <p>By: </p>

**MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF STANISLAUS AND
CITY OF MODESTO AND
CITY OF RIVERBANK AND
CITY OF PATTERSON AND
CITY OF NEWMAN AND
CITY OF CERES AND
CITY OF WATERFORD AND
CITY OF HUGHSON
FOR THE CALIFORNIA OFFICE OF TRAFFIC SAFETY
GENERAL TRAFFIC RECORDS GRANT PROGRAM**

This Agreement is made and entered into this 26th day of March, 2013, by and between The County of Stanislaus, hereinafter referred to as COUNTY, and the City of Modesto, hereinafter referred to as MODESTO, and the City of Riverbank, hereinafter referred to as RIVERBANK, and the City of Patterson, hereinafter referred to as PATTERSON, and the City of Newman, hereinafter referred to as NEWMAN, City of Ceres, hereinafter referred to as CERES, City of Waterford, hereinafter referred at as WATERFORD, and the City of Hughson, hereinafter referred to as HUGHSON, collectively referred to as the "Parties". to distribute the General Traffic Grant funds:

WHEREAS, the PARTIES in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments or equipment purchased from current revenues legally available to that party, and

WHEREAS, the PARTIES find that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of equipment and costs fairly compensates the performing party for the services or functions under this Agreement, and

WHEREAS, the PARTIES share of the California Office of Traffic Safety grant award to purchase hand held citation writers, docking stations, and related software for use by each of the participating agencies, and

WHEREAS, the COUNTY and MODESTO, RIVERBANK, PATTERSON, NEWMAN, CERES, WATERFORD and HUGHSON believe it to be in their best interest to electronically interface the citations written into the Stanislaus Court and the Stanislaus County District Attorney's Office records management system electronically from device docking stations located at each law enforcement agency. The data from each citation will be provided to the Court and District Attorney's Office by the vendor and interfaced to the records management systems by I.T. staff for both agencies.

WHEREAS, the PARTIES have applied for and been awarded a grant in the amount of \$361,800. to purchase hardware and software to implement an electronic traffic citation program. The equipment and software will be purchased by COUNTY as the administrator of the grant and awarded to each of the PARTIES by the following agreement.

WHEREAS, THE parties agree to reimburse COUNTY for their share of the vendor's Autocite processing software stored and maintained by the vendor on the vendor's server and accessible remotely to each participating party.

WHEREAS, the PARTIES agree the overall grant administrator will be the Records Manager for the Stanislaus County Sheriff's Department.

Section 1.

PARTIES agree MODESTO be awarded ten (10) electronic citation handheld devices with one (1) six position docking station and reimbursement of the actual cost of the third party interface to the MODESTO Police records management system in an amount not to exceed \$30,000.

PARTIES agree RIVERBANK be awarded six (6) electronic citation handheld devices with one (1) six position docking station.

PARTIES agree PATTERSON be awarded four (4) electronic citation handheld devices with one (1) six position docking station.

PARTIES agree NEWMAN be awarded FOUR (4) electronic citation handheld devices with one (1) six position docking station and will be reimbursement of the actual cost of the third party interface to the NEWMAN Police records management system "not to exceed" \$20,000.

PARTIES agree CERES be awarded twelve (12) electronic citation handheld devices with one (1) six position docking station.

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PARTIES agree by awarding these devices to each agency they will become the sole property of the agency awarded the devices. Repairs, shipment and service of the devices during and after the initial warranty period shall become the responsibility of each agency for the number of devices provided.

COUNTY agrees the share of the award in the amount of \$6,000., be spent on end user training on the hand held devices and vendor project management.

Section 2

Each City agrees to reimburse COUNTY for their share of the vendor's hosted solution, after the first year, in the amount of the maintenance contract divided by the number of devices being supported by the connection for each individual agency, not to exceed the actual cost of the hosted solution. (For example the initial year of hosting costs is \$4,800 divided by the total number of purchased devices (50) will be \$96 per device annually). COUNTY agrees to provide to the participating agencies a copy of any vendor increases in hosting services.

Section 3

PARTIES agree to reimburse COUNTY for their share of the individual hardware and software warranties on the devices, after the initial one year warranty period. The contracted price for year two and three will be \$500 annually for each device and \$50 for each docking station.

Section 4

PARTIES agree to provide the COUNTY a quarterly financial and programmatic report not later than fifteen (15) calendar days after the end of the quarter following the official grant award date. The report will be delivered sufficiently in advance and will contain the data necessary to submit the final report on the grant in the required thirty (30) calendar days after the end of each quarter following the grant award.

Section 5

PARTIES agree to meet quarterly the first year of the grant then annually after the initial first year of the grant to discuss recommended changes in the vendor hosted connectivity. Any changes or modifications to the connectivity will be handled as an amendment to this agreement.

Section 6

MODESTO, RIVERBANK, PATTERSON, NEWMAN, CERES, WATERFORD, and HUGHSON, may terminate this Agreement or any part hereof upon giving COUNTY at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice. PARTIES agree to pay for all ancillary agreements and warranties for the three year period of the vendor agreement.

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Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Tort Claims Act.

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Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

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The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

The signature of the parties below designate acceptance of the terms of this Agreement and shall be binding upon the parties upon the effective date of the Agreement.

IN WITNESS WHEREOF, the City of Newman, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2013-15, adopted by the Council of the City of Newman on the 26th day of March, 2013, and the County of Stanislaus has caused this Agreement to be duly executed.

<p>COUNTY OF STANISLAUS</p> <p>By: _____ Adam Christianson SHERIFF – CORONER</p> <p>"County"</p>	<p>CITY OF NEWMAN</p> <p>By: <u></u> , City Manager</p> <p>"Newman"</p>
	<p>ATTEST:</p> <p>By: <u></u> Mike Majel, City Clerk</p>
<p>APPROVED AS TO FORM:</p> <p>By: _____ John P. Doering, County Counsel</p>	<p>APPROVED AS TO FORM:</p> <p>By: <u></u> Doug White, City Attorney</p>

RESOLUTION NO. 2013-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE COUNTY OF STANISLAUS, CITY OF MODESTO, CITY OF RIVERBANK, CITY OF PATTERSON, CITY OF CERES, CITY OF WATERFORD, AND CITY OF HUGHSON FOR THE CALIFORNIA OFFICE OF TRAFFIC SAFETY GENERAL TRAFFIC RECORDS GRANT PROGRAM

WHEREAS, Staff has been engaged in discussions with the seven other jurisdictions regarding the implementation of automated traffic citation machines; and

WHEREAS, automated traffic citation machines would save time in the issuance process, data entry, amendments, and sending citation information to the court; and

WHEREAS, the California Office of Traffic Safety general traffic records grant program would cover the cost of equipment, related software, interfaces, and data storage; and


WHEREAS, participation in the California Office of Traffic Safety general traffic records grant program would be beneficial, as it would help to streamline the citation process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newman to authorize the City Manager to enter into a Memorandum of Agreement with the County of Stanislaus, City of Modesto, City of Riverbank, City of Patterson, City of Ceres, City of Waterford, and City of Hughson for the California Office of Traffic Safety general traffic records grant program.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 26th day of March, 2013 by Council Member Hutchins, who moved its adoption, which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following roll call vote:

AYES: Candea, Davis, Hutchins, Martina and Mayor Katen
NOES: None
ABSENT: None

APPROVED:



Mayor

ATTEST:



Deputy City Clerk

**MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF STANISLAUS AND
CITY OF MODESTO AND
CITY OF RIVERBANK AND
CITY OF PATTERSON AND
CITY OF NEWMAN AND
CITY OF CERES AND
CITY OF WATERFORD AND
CITY OF HUGHSON
FOR THE CALIFORNIA OFFICE OF TRAFFIC SAFETY
GENERAL TRAFFIC RECORDS GRANT PROGRAM**

This Agreement is made and entered into this 1th day of March 2013, by and between The County of Stanislaus, hereinafter referred to as COUNTY, and the City of Modesto, hereinafter referred to as MODESTO, and the City of Riverbank, hereinafter referred to as RIVERBANK, and the City of Patterson, hereinafter referred to as PATTERSON, and the City of Newman, hereinafter referred to as NEWMAN, City of Ceres, hereinafter referred to as CERES, City of Waterford, hereinafter referred at as WATERFORD, and the City of Hughson, hereinafter referred to as HUGHSON, collectively referred to as the "Parties". to distribute the General Traffic Grant funds:

WHEREAS, the PARTIES in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments or equipment purchased from current revenues legally available to that party, and

WHEREAS, the PARTIES find that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of equipment and costs fairly compensates the performing party for the services or functions under this Agreement, and

WHEREAS, the PARTIES share of the California Office of Traffic Safety grant award to purchase hand held citation writers, docking stations, and related software for use by each of the participating agencies, and

WHEREAS, the COUNTY and MODESTO, RIVERBANK, PATTERSON, NEWMAN, CERES, WATERFORD and HUGHSON believe it to be in their best interest to electronically interface the citations written into the Stanislaus Court and the Stanislaus County District Attorney's Office records management system electronically from device docking stations located at each law enforcement agency. The data from each citation will be provided to the Court and District Attorney's Office by the vendor and interfaced to the records management systems by I.T. staff for both agencies.

WHEREAS, the PARTIES have applied for and been awarded a grant in the amount of \$361,800. to purchase hardware and software to implement an electronic traffic citation program. The equipment and software will be purchased by COUNTY as the administrator of the grant and awarded to each of the PARTIES by the following agreement.

WHEREAS, THE parties agree to reimburse COUNTY for their share of the vendor's Autocite processing software stored and maintained by the vendor on the vendor's server and accessible remotely to each participating party.

WHEREAS, the PARTIES agree the overall grant administrator will be the Records Manager for the Stanislaus County Sheriff's Department.

Section 1.

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COUNTY agrees the share of the award in the amount of \$6,000., be spent on end user training on the hand held devices and vendor project management.

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PARTIES agree to provide the COUNTY a quarterly financial and programmatic report not later than fifteen (15) calendar days after the end of the quarter following the official grant award date. The report will be delivered sufficiently in advance and will contain the date necessary to submit the final report on the grant in the required thirty (30) calendar days after the end of each quarter following the grant award.

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Section 6

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Section 7

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Tort Claims Act.

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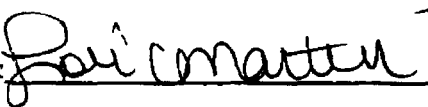

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

The signature of the parties below designate acceptance of the terms of this Agreement and shall be binding upon the parties upon the effective date of the Agreement.

IN WITNESS WHEREOF, the City of Waterford, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2012-____, adopted by the Council of the City of Waterford on the ____ day of ____, 2012, and the County of Stanislaus has caused this Agreement to be duly executed.

<p>COUNTY OF STANISLAUS</p> <p>By: </p> <p>Adam Christianson SHERIFF - CORONER</p> <p>"County"</p>	<p>CITY OF WATERFORD</p> <p>By: </p> <p>Tim O'Brien, City Manager</p> <p>"Waterford"</p>
	<p>ATTEST:</p> <p>By: </p>
<p>APPROVED AS TO FORM:</p> <p>By: _____</p> <p>John P. Doering, County Counsel</p>	<p>APPROVED AS TO FORM:</p> <p>By: </p>

**WATERFORD CITY COUNCIL
RESOLUTION # 2013-15**

A RESOLUTION OF THE WATERFORD CITY COUNCIL AUTHORIZATION FOR THE SHERIFF'S DEPARTMENT TO ACCEPT THE CALIFORNIA OFFICE OF TRAFFIC SAFETY GENERAL TRAFFIC RECORDS GRANT FUNDING AND TO NEGOTIATE A MEMORANDUM OF UNDERSTANDING

WHEREAS, the State of California, Office of Traffic Safety financial aid program is to provide financial aid to local government agencies to aid in the reduction of injury or fatal auto accidents. The program is intended to augment existing local resources and enforcement activities with no local funding match required for the financial aid; and,

WHEREAS, the Stanislaus County Sheriff's Department through a collaborative effort with Stanislaus Superior Court, City of Modesto, City of Patterson, City of Riverbank, City of Ceres, City of Newman, City of Waterford and the City of Hughson has a need for additional funding to implement automated traffic citation issuance to support a safe community; and,


NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Waterford hereby authorizes the acceptance of funding by the Sheriff's Department in an amount up to \$212,465 from the State of California, Office of Traffic Safety, through the General Traffic Records Grant Financial Aid Program.

BE IT FURTHER RESOLVED, the City Council of the City of Waterford hereby authorizes the Sheriff-Coroner, to negotiate a Memorandum of Understanding for Implementation of the Program on the City's behalf, and authorizes the City Manager to execute said Memorandum of Understanding.

PASSED, APPROVED, AND ADOPTED by the Waterford City Council of the City of Waterford at a regular meeting this 7th day of March, 2013, by the following vote:

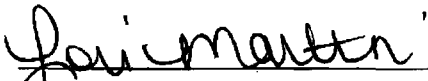
AYES: 4 Goeken, Aldaco, Krause, Day
NOES: 0
ABSTAIN: 0
ABSENT: 1 Van Winde

CITY OF WATERFORD




CHARLIE GOEKEN, Mayor

ATTEST:

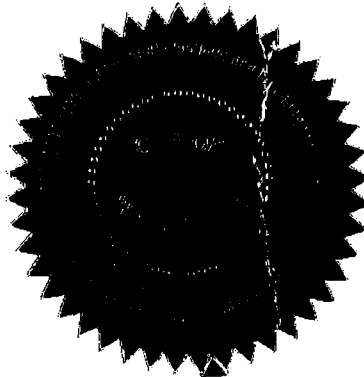


ORI MARTIN
City Clerk

APPROVED AS TO FORM:



CORBETT J. BROWNING
City Attorney

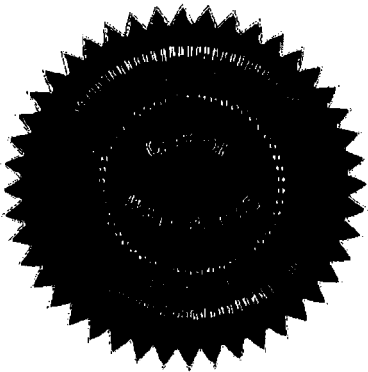





CERTIFICATION:

I, Lori R. Martin, City Clerk of the City of Waterford, County of Stanislaus, State of California, do hereby certify, that the foregoing is a true and correct copy of the Waterford City Council Resolution 2013-15. A Resolution of the City Council of the City of Waterford Authorizing the Sheriff's Department to Accept the California Office of Traffic Safety General Traffic Records Grant Funding and to Negotiate a Memorandum of Understanding, passed and adopted on the 7th day of March, 2013.

DATED: March 13, 2013




Lori R. Martin, MMC
City Clerk



Phone 209.874.2328

101 "E" Street
P.O. Box 199
Waterford, CA 95386

www.cityofwaterford.org

Charlie Goeken
Mayor

Jose Aldaco
Vice-Mayor

Michael Van Winkle
Council Member

Ken Krause
Council Member

Murray Day
Council Member

March 13, 2013

Sue Harper
Stanislaus County Sheriff's Department
250 E. Hackett Rd.
Modesto, CA 95358

Dear Ms. Harper:

Enclosed is an original signed copy of a Memorandum of Agreement for the California Office of Traffic Safety General Traffic Records Grant Program approved by the Waterford City Council at a regular meeting held on March 7, 2013.

Please return a fully executed signature page for my files.

Thank you.

Sincerely,

Lori Martin, MMC
City Clerk

Enclosure

**MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF STANISLAUS AND
CITY OF MODESTO AND
CITY OF RIVERBANK AND
CITY OF PATTERSON AND
CITY OF NEWMAN AND
CITY OF CERES AND
CITY OF WATERFORD AND
CITY OF HUGHSON
FOR THE CALIFORNIA OFFICE OF TRAFFIC SAFETY
GENERAL TRAFFIC RECORDS GRANT PROGRAM**

This Agreement is made and entered into this 11 day of March, 2013, by and between The County of Stanislaus, hereinafter referred to as COUNTY, and the City of Modesto, hereinafter referred to as MODESTO, and the City of Riverbank, hereinafter referred to as RIVERBANK, and the City of Patterson, hereinafter referred to as PATTERSON, and the City of Newman, hereinafter referred to as NEWMAN, City of Ceres, hereinafter referred to as CERES, City of Waterford, hereinafter referred at as WATERFORD, and the City of Hughson, hereinafter referred to as HUGHSON, collectively referred to as the "Parties". to distribute the General Traffic Grant funds:

WHEREAS, the PARTIES in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments or equipment purchased from current revenues legally available to that party, and

WHEREAS, the PARTIES find that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of equipment and costs fairly compensates the performing party for the services or functions under this Agreement, and

WHEREAS, the PARTIES share of the California Office of Traffic Safety grant award to purchase hand held citation writers, docking stations, and related software for use by each of the participating agencies, and

WHEREAS, the COUNTY and MODESTO, RIVERBANK, PATTERSON, NEWMAN, CERES, WATERFORD and HUGHSON believe it to be in their best interest to electronically interface the citations written into the Stanislaus Court and the Stanislaus County District Attorney's Office records management system electronically from device docking stations located at each law enforcement agency. The data from each citation will be provided to the Court and District Attorney's Office by the vendor and interfaced to the records management systems by I.T. staff for both agencies.

WHEREAS, the PARTIES have applied for and been awarded a grant in the amount of \$361,800. to purchase hardware and software to implement an electronic traffic citation program. The equipment and software will be purchased by COUNTY as the administrator of the grant and awarded to each of the PARTIES by the following agreement.

WHEREAS, THE parties agree to reimburse COUNTY for their share of the vendor's Autocite processing software stored and maintained by the vendor on the vendor's server and accessible remotely to each participating party.

WHEREAS, the PARTIES agree the overall grant administrator will be the Records Manager for the Stanislaus County Sheriff's Department.

Section 1.

PARTIES agree MODESTO be awarded ten (10) electronic citation handheld devices with one (1) six position docking station and reimbursement of the actual cost of the third party interface to the MODESTO Police records management system in an amount not to exceed \$30,000.

PARTIES agree RIVERBANK be awarded six (6) electronic citation handheld devices with one (1) six position docking station.

PARTIES agree PATTERSON be awarded four (4) electronic citation handheld devices with one (1) six position docking station.

PARTIES agree NEWMAN be awarded FOUR (4) electronic citation handheld devices with one (1) six position docking station and will be reimbursement of the actual cost of the third party interface to the NEWMAN Police records management system "not to exceed" \$20,000.

PARTIES agree CERES be awarded twelve (12) electronic citation handheld devices with one (1) six position docking station.

PARTIES agree WATERFORD to be awarded one (1) electronic citation handheld device with one (1) six position docking station.

PARTIES agree HUGHSON be awarded one (1) electronic citation handheld device with one (1) six position docking station.

PARTIES agree by awarding these devices to each agency they will become the sole property of the agency awarded the devices. Repairs, shipment and service of the devices during and after the initial warranty period shall become the responsibility of each agency for the number of devices provided.

COUNTY agrees the share of the award in the amount of \$6,000., be spent on end user training on the hand held devices and vendor project management.

Section 2

Each City agrees to reimburse COUNTY for their share of the vendor's hosted solution, after the first year, in the amount of the maintenance contract divided by the number of devices being supported by the connection for each individual agency, not to exceed the actual cost of the hosted solution. (For example the initial year of hosting costs is \$4,800 divided by the total number of purchased devices (50) will be \$96 per device annually). COUNTY agrees to provide to the participating agencies a copy of any vendor increases in hosting services.

Section 3

PARTIES agree to reimburse COUNTY for their share of the individual hardware and software warranties on the devices, after the initial one year warranty period. The contracted price for year two and three will be \$500 annually for each device and \$50 for each docking station.

Section 4

PARTIES agree to provide the COUNTY a quarterly financial and programmatic report not later than fifteen (15) calendar days after the end of the quarter following the official grant award date. The report will be delivered sufficiently in advance and will contain the data necessary to submit the final report on the grant in the required thirty (30) calendar days after the end of each quarter following the grant award.

Section 5

PARTIES agree to meet quarterly the first year of the grant then annually after the initial first year of the grant to discuss recommended changes in the vendor hosted connectivity. Any changes or modifications to the connectivity will be handled as an amendment to this agreement.

Section 6

MODESTO, RIVERBANK, PATTERSON, NEWMAN, CERES, WATERFORD, and HUGHSON, may terminate this Agreement or any part hereof upon giving COUNTY at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice. PARTIES agree to pay for all ancillary agreements and warranties for the three year period of the vendor agreement.

Section 7

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Tort Claims Act.

Section 8

Nothing in the performance of this Agreement shall impose any liability for claims against MODESTO, RIVERBANK, PATTERSON, NEWMAN, CERES, WATERFORD and HUGHSON other than claims for which liability may be imposed by the Tort Claims Act.

Section 9

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 10



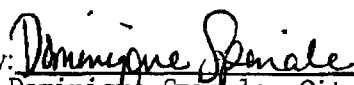
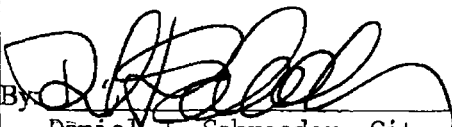
The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

The signature of the parties below designate acceptance of the terms of this Agreement and shall be binding upon the parties upon the effective date of the Agreement.

IN WITNESS WHEREOF, the City of Hughson, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Council MINUTE ORDER, adopted by the Council of the City of Hughson on the 11 day of Mar, 2013, and the County of Stanislaus has caused this Agreement to be duly executed.

<p>COUNTY OF STANISLAUS</p> <p>By: </p> <p>Adam Christianson SHERIFF – CORONER</p> <p>"County"</p>	<p>CITY OF HUGHSON</p> <p>By: </p> <p>Mike Harden, City Manager</p> <p>"Hughson"</p>
	<p>ATTEST:</p> <p>By: </p> <p>Dominique Spirale, City CLERK</p>
<p>APPROVED AS TO FORM:</p> <p>By: _____</p> <p>John P. Doering, County Counsel</p>	<p>APPROVED AS TO FORM:</p> <p>By: </p> <p>Daniel J. Schroeder, City Attorney</p>