

*El Dorado County
Sheriff's Office*

Chief Fiscal Officer, Jon DeVille
300 Fair Lane
Placerville, CA 95667
(530) 621-5691
devillej@edso.org

MEMORANDUM OF UNDERSTANDING

with the

California Department of Justice

July 1, 2018 – June 30, 2020

I PURPOSE

This Memorandum of Understanding (the "MOU") is entered into by the Department of Justice ("DOJ") and the El Dorado County Sherriff's Office (hereinafter, "Grantee"), to provide grant funds to Grantee for expenditure. The Grantee will expend funds for the purposes identified in the approved Grant Application submitted by Grantee in response to the DOJ's Request for Proposals for activities of Local Law Enforcement Agencies to be funded under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (the "Act"), approved by the voters as Proposition 56.

This MOU becomes effective upon completion of all signatures, and expires on June 30, 2020.

The DOJ grants to Grantee \$924,085 (the "Grant Amount") for expenditure in accordance with this MOU, including the Scope of Work included in the approved Grant Application.

The Request for Proposals, Grantee Handbook and Grant Application are incorporated by reference into this MOU.

II COMMUNICATION

All reports, notices, requests, and/or correspondence pertaining to this MOU shall be forwarded to the Tobacco Grant Unit at:

California Department of Justice
 Division of Law Enforcement
 Attn: Shannon Patterson
 1300 I Street, Suite 1140
 Sacramento, CA 95814
TobaccoGrants@doj.ca.gov
 (916) 210-7418

III BUDGET

Grantee agrees to expend the Grant Amount in accordance with the approved Budget (Attachment 1).

Grantee must submit any request for a change to a Budget item in writing or via e-mail to the DOJ and any changes to the Budget must be pre-approved in writing by the Tobacco Grant Unit at least thirty (30) days in advance of any change to the Budget item.

IV COST REIMBURSEMENT/INVOICING

DOJ agrees to reimburse Grantee, in arrears, for Grantee's actual expenditures in performing the Scope of Work, upon receipt of invoices from Grantee and approval of the invoices by DOJ.

Grantee will submit only one (1) invoice each month for items included in the Budget, included completed travel and training, if applicable. The Grantee is required to ensure that all vendor deliverables are accepted and approved, equipment delivered, travel completed, and administrative activities performed. Invoiced amounts may not exceed the costs specified in the approved Budget.¹

Grantee will provide substantiation to DOJ pertaining to acceptance of hardware, software, services, and deliverables along with approved invoices for payment. Invoices paid by the Grantee and submitted to the DOJ for reimbursement must include the invoice number, invoice date, service period, agreement number, vendor name, vendor contact information, amounts, along with the approved Budget Template clearly identifying which expenditure the invoice is associated with. Grantee shall provide copies of packing slips substantiating delivery of purchased equipment. Grantee invoices and supporting documentation must be sent to the DOJ in hard copy format no later than the 15th calendar day following the month of expenditure. (Example, a purchase made on June 2nd would require invoice to be received by the DOJ no later than July 15th).

Invoices must be e-mailed or delivered via U.S. Mail addressed to:

California Department of Justice
 Division of Law Enforcement
 Attn: Tobacco Grant Unit
 1300 I Street, Suite 1140
 Sacramento, CA 95814
TobaccoGrants@doj.ca.gov

V BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under the agreement does not appropriate sufficient funds for this MOU, this MOU shall be of no further force and effect. In this event, the DOJ shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this MOU and Grantee shall not be obligated to continue performing any provisions of this agreement for which it would have been reimbursed.

If funding for any fiscal year is reduced or deleted in the Budget Act for purposes of this MOU, the DOJ shall have the option to either cancel this MOU with no liability occurring to the DOJ, or offer an amendment to the Grantee to reflect the reduced amount.

VI QUARTERLY REPORTING REQUIREMENTS

Grantee will submit quarterly progress reports to the DOJ. These reports, which will describe progress made on the recipient's Scope of Work, shall be submitted to DOJ according to the following schedule:

¹ Approved Budget included under Attachment 1.

- 1) January 1 through March 31: Due April 15
- 2) April 1 through June 30: Due July 15
- 3) July 1 through September 30: Due October 15
- 4) October 1 through December 31: Due January 15

Grantees shall submit any other reports and data as required by the DOJ.

VII ADMINISTRATION AND AUDIT

The DOJ is not liable for the Grantee's use of funds or any subsequent audit findings.

Grantee agrees that the DOJ and the California State Auditor, or their designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the funds expended by Grantee and the Grantee's performance of the Scope of Work under this MOU. Grantee agrees to maintain all such records and reports for possible audit for a minimum of three (3) years after payment by DOJ of the final invoice submitted by Grantee. Grantee agrees to allow access to such records during normal business hours and to allow interviews with officers and employees who might reasonably have information related to such records. [Grantee agrees to include a similar right for DOJ and the California State Auditor to audit records and interview staff in any subcontract related to performance of the MOU.]

Should Grantee fail to comply with this MOU, including any expenditures for purposes not permitted under the MOU, DOJ may take one or more of the actions described under Remedies for Noncompliance in the Grant Handbook. Actions include but are not limited to requiring Grantee to return grant funds, and any other remedies available under law, and the Grantee may be disqualified from applying for or receiving future grant funds.

VIII GRANTEE CONTACT INFORMATION

Jon DeVille, Chief Fiscal Officer
El Dorado County Sheriff's Office
300 Fair Lane, Placerville, CA 95667
530/621-5691
devillej@edso.org

Lt. Edward Falkenstein
El Dorado County Sheriff's Office, Patrol Unit
300 Fair Lane, Placerville, CA 95667
530/642-4705
falkense@edso.org

IX MISCELLANEOUS PROVISIONS

Amendment- No amendment or variation of the terms of this MOU is valid unless made in writing, and signed by the duly authorized representatives of the parties.

Assignment- This MOU is not assignable by Grantee in whole or in part.

Indemnification- Grantee agrees to indemnify and hold harmless the DOJ, its officers, agents and employees from all claims, liabilities, or losses in connection with the performance of this MOU.

Termination – The DOJ may terminate this MOU and be relieved of any obligation to provide grant funds to Grantee should Grantee fail to perform the Scope of Work at the time and in the manner provided in this MOU.

X AUTHORIZATION

The DOJ and Grantee, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU and any future amendments shall be forwarded to the Division of Law Enforcement, Office of the Chief, with all its attachments, and will become effective upon completion of signature from all parties. .

John D'Agostini, Sheriff
 El Dorado County Sheriff's Office

 Date

Michael Ranalli,
Chair
 El Dorado County Board of Supervisors

 Date

SHANNON PATTERSON, GRANT MGR.
 Office of the Chief
 California Department of Justice

 Date

KEVIN GARDNER, Chief
 Office of the Chief
 California Department of Justice

 Date

CHRIS RYAN, Chief
Office of Fiscal Management
California Department of Justice

Date

TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL

Costs Per Fiscal Year (July 1 - June 30)

A. Personal Services				
Salaries				
Classification/Positions	Computation	FY 2017-18	FY 2018-19	FY 2019-20
Deputy Sheriff I/II School Resource Officer (2)	\$41.06 x 2080 hours per year, for 2 SROs 3% incr p/yr		\$ 170,810	\$ 175,934
Education/Certificate Incentive	27.5% of sal for degree, Post, and other incentives/2 SR		\$ 46,972	\$ 48,382
Uniform	\$700 annually x 2		\$ 1,400	\$ 1,400
		\$ -	\$ -	\$ -
SUBTOTAL		\$ -	\$ 219,182	\$ 225,716
Overtime				
Classification/Positions	Computation	FY 2017-18	FY 2018-19	FY 2019-20
Deputy Sheriff I/II School Resource Officer (2)	\$78.53 x 200 hours (3% increase each year)/2 SROs		\$ 15,706	\$ 16,178
		\$ -		\$ -
		\$ -	\$ -	
		\$ -	\$ -	\$ -
SUBTOTAL		\$ -	\$ 15,706	\$ 16,178
Benefits				
Classification/Positions	Computation	FY 2017-18	FY 2018-19	FY 2019-20
Deputy Sheriff I/II School Resource Officer (2)	PERS (retirement - 10% increase each year)/ 2 SROs		\$ 73,340	\$ 80,674
	Medicare - 1.45% of total salary/2 SROs		\$ 3,178	\$ 3,272
	Health - 3% increase/year/2 SROs		\$ 49,382	\$ 50,864
	Unemployment - 2.5% of total salary/ 2 SROs		\$ 5,480	\$ 5,642
SUBTOTAL		\$ -	\$ 131,380	\$ 140,452
TOTAL PERSONAL SERVICES		\$ -	\$ 366,268	\$ 382,346

B. Operating Expenses (e.g. supplies, signage, tobacco products, etc.)				
Description	Computation	FY 2017-18	FY 2018-19	FY 2019-20
Tobacco law signs	100 signs X \$25		\$ 2,500	\$ 2,500
Tobacco Products for Decoy Ops	\$4 x 20		\$ 80	\$ 80
Educational Materials - brochures, etc.	\$5 x 150		\$ 750	\$ 750
Fly Sense -bathroom air quality monitoring device	\$995 x 14 devices, 2nd year \$150 for warranty		\$ 13,930	\$ 150
cell phone charges 20 mons x 2 x \$78 - Gen Fund	General Fund paid	\$ -	\$ -	\$ -
TOTAL		\$ -	\$ 17,260	\$ 3,480

TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL

C. Equipment (tangible items with a per-unit cost of \$5,000 or more)

One Deputy Patrol Vehicle

Description	Computation	FY 2017-18	FY 2018-19	FY 2019-20
(2) School Resource Officer vehicle costs (maint costs)	$3000 \times .637 = \$22,932 \times 2$		\$ 45,864	\$ 45,864
(2) SRO vehicle fuel costs - \$3,500 per veh annually	$3500 \times 2 = \$7000$		\$ 7,000	\$ 7,000
				\$ -
				\$ -
				\$ -
TOTAL		\$ -	\$ 52,864	\$ 52,864

D. Travel Expenses/Registration Fees*

Description and Destination	Computation	FY 2017-18	FY 2018-19	FY 2019-20
Meals, lodging, travel expenses for training and ops	$10 \times \$250$		\$ 2,500	\$ 2,500
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
TOTAL		\$ -	\$ 2,500	\$ 2,500

*For DQT-sponsored events only. Travel will only be reimbursed under the current state

E. Other Expenses

Description	Computation	FY 2017-18	FY 2018-19	FY 2019-20
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -

F. Administrative Costs*

Description	Computation	FY 2017-18	FY 2018-19	FY 2019-20
Administrative Costs to administer the Grant	5 % of budget Costs		\$ 21,944	\$ 22,059
		\$ -	\$ -	\$ -
TOTAL		\$ -	\$ 21,944	\$ 22,059

*Administrative costs may not exceed 5% of the total budget.

TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL

SUMMARY				
Budget Category	FY 2017-18	FY 2018-19	FY 2019-20	Total Request
A. Personal Services	<u>\$ -</u>	<u>\$ 366,268</u>	<u>\$ 382,346</u>	<u>\$ 748,614.00</u>
B. Operating Expenses	<u>\$ -</u>	<u>\$ 17,260</u>	<u>\$ 3,480</u>	<u>\$ 20,740.00</u>
C. Equipment	<u>\$ -</u>	<u>\$ 52,864</u>	<u>\$ 52,864</u>	<u>\$ 105,728.00</u>
D. Travel/Registration	<u>\$ -</u>	<u>\$ 2,500</u>	<u>\$ 2,500</u>	<u>\$ 5,000.00</u>
E. Other Expenses	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
F. Administrative Costs	<u></u>	<u>\$ 21,944</u>	<u>\$ 22,059</u>	<u>\$ 44,003.00</u>
TOTAL PROJECT COSTS	<u>\$ -</u>	<u>\$ 460,836</u>	<u>\$ 463,249</u>	<u>\$ 924,085.00</u>