

**ORIGINAL**

**MEMORANDUM OF UNDERSTANDING amount that was approved specifically**

**BETWEEN**

**THE EL DORADO COUNTY DISTRICT ATTORNEY'S OFFICE AND THE  
PARTICIPATING EL DORADO COUNTY  
AND CITY LAW ENFORCEMENT AGENCIES**

**HOLIDAY DRIVING UNDER THE INFLUENCE CAMPAIGN – AVOID THE 6**

**FUNDED BY**

**THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY**

**NO. 200-M1611**

THIS MEMORANDUM OF UNDERSTANDING, entered into this 27<sup>th</sup> day of October, 2015, by and between the EL DORADO COUNTY DISTRICT ATTORNEY'S OFFICE, hereinafter called "EDCDA" and the participating El Dorado County and City Law Enforcement Agencies, hereinafter called "LEAs," related to the Holiday Driving Under the Influence Campaign – Avoid the 6 Program hereinafter called "Avoid the 6 Program" funded by the State Office of Traffic Safety, hereinafter called "OTS."

WHEREAS, it is necessary and desirable that County and City Law Enforcement Agencies hereinafter called "LEAs" be retained for the purpose of performing professional services for the Avoid the 6 Program; the LEAs participating include the El Dorado County Sheriff's Office, City of Placerville Police Department, City of South Lake Tahoe Police Department, and El Dorado County Probation Department.

WHEREAS, EDCDA is one of the participating LEAs in the Avoid the 6 Program;

NOW, THEREFORE, IT IS HERBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

**1. Services to be Performed by EDCDA and all LEAs.**

During the term of October 1, 2015, through September 30, 2016, all LEAs participating in the Avoid the 6 Program shall provide DUI enforcement staff as staffing levels allow for the Avoid the 6 Program during the holiday enforcement periods of October 1, 2015, through September 30, 2016. LEAs commit to participate in all project related

enforcement activities as staffing levels allow, attend project related meetings to schedule and coordinate activities, and to encourage officers to emphasize DUI enforcement during all phases of the grant. EDCDA 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, 2015, through September 30, 2016.

## 2. Payment.

- A. Maximum Amount. The amount that EDCDA shall be obligated to pay for services rendered under this Memorandum of Understanding shall not exceed the dollar amount set forth in the Avoid DUI Program Grant of \$85,000.00 for the term of this Memorandum of Understanding. Funds are to be used solely for reimbursement of overtime pay incurred for LEA personnel while staffing DUI Enforcement activities in support of the Avoid the 6 Program during the time period of October 1, 2015 through September 30, 2016.
- B. Rate of Payment. All LEAs will receive reimbursement for personnel costs through the Avoid the 6 Program for a total sum not to exceed the dollar amount set forth in the Avoid DUI Program Grant for the term of this Memorandum of Understanding. The amount all participating LEAs will receive will be based on actual staff hours worked on DUI enforcement for the Avoid the 6 Program and the hourly rate of the staff employed in the program as invoiced in accordance with Paragraph C, Invoice Requirements as stated below. Funding is solely for reimbursement of actual personnel costs incurred during DUI enforcement activities conducted during the Avoid the 6 enforcement period.
- C. Invoice Requirements. Invoices shall include dates and hours worked, personnel's name, personnel's salary or overtime rate, number of hours worked, and total dollars requested for reimbursement. The LEA's overhead and benefit costs will not be reimbursed. Invoices shall also include the statistics required by OTS as outlined in Item 3, Statistical Reporting.

- D. Time Limit for Submitting Invoices. All LEAs shall submit an invoice for services to EDCDA. EDCDA shall not be obligated to pay LEAs for the services covered by any invoice if any LEAs present the invoice to EDCDA more than twenty (20) days after the date LEAs render the services, or more than twenty (20) days after this Memorandum of Understanding terminates, whichever is earlier. Agencies will be reimbursed by EDCDA at the end of each quarter.

### **3. Statistical Reporting**

All LEAs shall collect and report to EDCDA, the number of staffed DUI Checkpoints paid for with funds from this Memorandum of Understanding. For each checkpoint, the following information must be collected and reported: Number of vehicles passing through checkpoint, number of vehicles screened, number of field sobriety tests conducted, number of DUI arrests, number of criminal arrests, and number of vehicles impounded.

### **4. Availability of Funds.**

Payment of all services provided pursuant to this Memorandum of Understanding is contingent upon OTS fully funding the Avoid the 6 Grant with EDCDA. In the event that OTS does not fund EDCDA'S grant, EDCDA shall not be liable for any payment whatsoever. In no event shall EDCDA be liable for payment that exceeds the amount of the grant funds awarded. EDCDA may terminate this Memorandum of Understanding in accordance with the provisions of Section 8 below for unavailability of OTS funds.

### **5. Alteration of Memorandum of Understanding.**

This Memorandum of Understanding contains all of the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

## **6. Records.**

- A. Access. LEAs agree to, upon reasonable notice, provide access to EDCDA, to any Federal or State department having monitoring or reviewing authority, authorized representatives and/or their appropriate audit agencies all records and documents necessary to determine compliance with relevant Federal, State and local statutes, rules and regulations and this Memorandum of Understanding. This access includes the right to examine and audit the records, and to evaluate the quality, appropriateness and timeliness of services performed. The right of access shall continue 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. EDCDA shall maintain and preserve in its possession all records provided to it by the LEAs 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.

## **7. Compliance with Applicable Laws.**

All services to be performed by EDCDA and all LEAs pursuant to this Memorandum of Understanding shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances and regulations.

## **8. Term of the Agreement.**

Subject to compliance with the terms and conditions of this Memorandum of Understanding, the term of this Memorandum of Understanding shall be from October 1, 2015, through September 30, 2016. This Memorandum of Understanding may be terminated by EDCDA or any LEAs at any time upon seven (7) days written notice to the other party.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Understanding, Number 200-M1611, on the day and year last written below.

COUNTY OF EL DORADO

Dated: 10/27/15


By:   
Robert Mikulaco, First Vice-Chair  
Board of Supervisors

ATTEST:  
James Mitrusin,  
Clerk of the Board of Supervisors

Dated: 10/27/15

By:   
Deputy Clerk

By:  Dated: 10/15/15  
Vern R. Pierson, District Attorney

By:  Dated: 9/22/15  
John D'Agostini, Sheriff