

**Memorandum of Understanding  
#523-M1011**

**DRAFT**

**Project Period:** 3/1/10 to 9/30/12

**Grant Number:** AL10120

**Project Mission:**

We, the undersigned, as representatives of the South Lake Tahoe Police Department and the El Dorado County Sheriff's Office will work cooperatively to reduce alcohol related fatal and injury traffic collisions in El Dorado County. In furtherance of that goal, we agree to fully support the goals and objectives of the "Avoid the Six" project agreement with the California Office of Traffic Safety.

**The South Lake Tahoe Police Department agrees to:**

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

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4. Schedule project related meeting as needed to coordinate activities and fund travel for allied agency staff through Contractual Services to OTS sponsored conferences.
5. Ensure that the total amount for reimbursable over-time expenses from Category C, - Contractual Services for this grant shall not exceed \$137,221.00 for all participating Agencies.

**The El Dorado County Sheriff's Office agrees to:**

1. Assign at least one Deputy Sheriff to assist with two Warrant Service Patrols per year that this grant is in place. Once during the winter mobilization and one during the summer mobilization periods. These duties are to provide a list of subjects on probation for DUI arrests and those who have outstanding warrants for their arrest due to failure to comply with the terms of their probation. Overtime will be covered under this agreement.
2. Attend project related meetings to schedule and coordinate activities.
3. Submit invoices and proper documentation (copies of salary schedules, overtime payroll records, and timesheets indicating the hours worked on this grant project) to the South Lake Tahoe Police Department promptly following enforcement activities.
4. Budgeted grant activities will be conducted by agency personnel on an overtime basis to be reimbursed under this grant. Straight time is not covered.

Costs are estimated based on an overtime hourly rate of \$60.55 per hour.

Overtime reimbursement (OT hourly rate and benefit) will reflect actual costs of the personnel conducting the appropriate operation up to the maximum range specified.

5. Collect and submit statistics on project activities necessary for completion of specific grant reporting requirements prior to being reimbursed for expenses incurred from this grant.

Each party will be responsible for the negligence of their employees and will defend and indemnify the other parties from and against any claims arising from such employee's negligence.

**Requesting Contract Administrator / Department Head Concurrence:**

For the South Lake Tahoe Police Department:

Martin D. Hewlett  
Chief of Police

8-23-10  
Date

For the El Dorado County Sheriff's Office

M. Kelley  
Sheriff

8-18-10  
Date



FRED KOLLAR  
SHERIFF - CORONER - PUBLIC ADMINISTRATOR  
COUNTY OF EL DORADO  
STATE OF CALIFORNIA

August 20, 2010

Acting Chief Martin Hewlett  
South Lake Tahoe Police Department  
1352 Johnson Blvd.  
South Lake Tahoe, CA 96150

Enclosed are the originals of MOU #523-M1011 between the South Lake Tahoe Police Department and the El Dorado County Sheriff's Office.

Please sign BOTH originals and mail them back to me in the enclosed envelope as soon as possible. After we receive them they will be placed on the agenda for approval by the Board of Supervisors.

If you have any questions, please call (530) 621-5690.

Sincerely,

Fred Kollar  
Sheriff – Coroner  
Public Administrator

By: \_\_\_\_\_  
Sherry Jo Bahlman  
Acting Fiscal Administrative Manager

Enclosures