

**FUNDING/REIMBURSEMENT AGREEMENT WITH THE EL DORADO  
UNION HIGH SCHOOL DISTRICT**

THIS AGREEMENT made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and the El Dorado Union High School District (EDUHSD) a public entity, whose principal place of business is 4675 Missouri Flat Road, Placerville, CA 95667 (herein after referred to as (EDUHSD).

Recitals

WHEREAS, County applied for California Healthcare, Research and Prevention Tobacco Tax Act of 2016, Prop 56 Tobacco Tax Grant fund program ("Grant"); and

WHEREAS, County was awarded grant funds in the amount of \$924,085, for the FY 2018/19 and 2019/20 grant, which was included in the County Sheriff's Office Fiscal Year 2018/19 budget, and will be included in the FY 2019/20 budget as well; and

WHEREAS, Grant provides funding for investigation and enforcement efforts to abate tobacco product use and vaping by minors; and

WHEREAS, County will receive the grant funds, purchase and loan equipment to educational institutes, or reimburse agencies who purchase grant approved equipment; and

WHEREAS, EDUHSD is eligible to receive Prop 56 Tobacco Tax program funds; and

WHEREAS, the County has agreed to disburse an amount not to exceed \$54,575.00 in grant funds to EDUHSD as reimbursement for the installation of Vape Sensors (hereinafter referred to as the "Project");

NOW, THEREFORE, County and EDUHSD mutually agree as follows:

ARTICLE I

*Payment of Funds:* County will reimburse EDUHSD in an amount not to exceed \$54,575.00 solely for the installation of Project within thirty (30) days after EDUHSD presents an invoice, as well as documentation verifying that the EDUHSD complied with grant purchasing guidelines to County. In no event shall County's obligation under this Agreement exceed \$54,575.00.

ARTICLE II

*Use of Funds:* EDUHSD will use the funds to be reimbursed by County solely for the Project. EDUHSD shall work directly with the supplier on the installation of the Project. EDUHSD will install the Project by February 29, 2020, and present the County with an invoice for payment 30 days after all work is completed related to the Project.

EDUHSD shall submit to County its statement of the total sum of an amount not to exceed \$54,575.00, identical to Attachment A, noting that the installation of the Project has been completed. Such statement shall be signed under penalty of perjury by an authorized signatory of the EDUHSD.

### ARTICLE III

*Term:* This Agreement shall become effective when fully executed by both parties (“Effective Date”) and shall expire when grant performance period expires, currently scheduled for June 30, 2020.

### ARTICLE IV

*Audit and Access to Records:* The County shall have the right of access to any books, documents, papers, or other records which are pertinent to the Grant, in order to make audits, examinations, excerpts and transcripts. For a period of three (3) years after the termination of this Agreement, EDUHSD will keep and maintain an accurate financial account, in accordance with generally accepted accounting principles, of all funds expended by the EDUHSD with respect to the installation of the Project until notification is provided by the county that the Prop 56 Tobacco Tax Grant Program has closed the grant and completed all audits and reviews. Such accounting records shall be available for inspection by the County’s designee, during normal business hours at the offices of the EDUHSD, or the offices of its financial consultant.

### ARTICLE V

*Compliance with Applicable Law and Grant Requirements:* EDUHSD has read and understands the Grant and will comply with and require any vendor of the installation of the Project to comply with all laws, regulations and guidance documents that apply to the Grant. EDUHSD is responsible for ensuring that all purchases for services must comply with grant purchasing guidelines. Specifically, EDUHSD shall comply with 44 Code of Federal Regulations (CFR) Parts 13 and 17, OMB Circulars A-87, A102, A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements.

In the event an audit by the County or the State of California Department of Justice (DOJ) determines the EDUHSD failed to comply with these guidelines, the County shall provide written notification of the violation and the EDUHSD may be required to reimburse the County for the total cost of the affected items.

### ARTICLE VI

*Independent Authority Liability:* EDUHSD is, and shall be at all times, deemed independent and shall be wholly responsible for the acts of the EDUHSD’s employees, associates, agents, and contractors, if any, in connection with the installation of the Project.

### ARTICLE VII

*No Third Party Beneficiary:* Nothing in this Agreement shall be construed to create any rights of any kind or nature in any other party not a named party to this Agreement.

#### ARTICLE VIII

*Termination:* County may terminate this Agreement in the event EDUHSD becomes unable to substantially perform any terms or conditions of the Agreement. In the event of early termination of the Agreement, funds previously received from County shall be returned to County within thirty (30) days of termination.

#### ARTICLE IX

*Notice to Parties:* All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Mail, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO  
Sheriff's Office  
200 Industrial Drive  
Placerville, CA 95667  
ATTN: Jon DeVille, CFO

or to such other location as the County directs.

Notices to EDUHSD shall be addressed as follows:

El Dorado Union High School District  
4675 Missouri Flat Road  
Placerville, CA 95667  
ATTN: Bob Whittenberg, Asst. Superintendent, Business Services

or to such other location as the EDUHSD directs.

#### ARTICLE X

*Indemnity:* The EDUHSD shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Project, or the use, operation and maintenance of the Project. This duty of EDUHSD to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778.

This obligation to defend and indemnify the County shall survive the expiration or termination of this Agreement and shall remain in full force and effect. Within thirty (30) days after the Effective Date of this Agreement, EDUHSD shall provide proof in a form satisfactory to

the County's Risk Manager of participation in a self-insurance program, or proof of insurance sufficient to meet EDUHSD's defense and indemnification obligations herein.

#### ARTICLE XI

*Change to Agreement:* This Agreement may be amended by mutual consent of the parties hereto. Said Amendment shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### ARTICLE XII

*Administrator:* The County Officer or employee with responsibility for administering this Agreement is John D'Agostini, Sheriff, or successor.

#### ARTICLE XIII

*Authorized Signatures:* The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

#### ARTICLE XIV

*Partial Invalidity:* If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

#### ARTICLE XV

*Venue:* Any dispute resolution action arising out of this Agreement, including but not limited to litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Authority waives any removal rights it might have under Code of Civil Procedure Section 394.

#### ARTICLE XVI

*Entire Agreement:* This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

#### ARTICLE XVII

*Time is of the Essence:* The parties hereto acknowledge and agree that time is of the essence.

REQUESTING DEPARTMENT CONCURRENCE:

By:   
John D'Agostini  
Sheriff

Dated: 12/18/19

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

COUNTY OF EL DORADO:

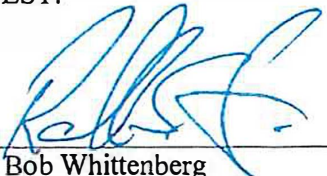
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Sue Novasel, Chair  
Board of Supervisors

ATTEST:  
James S. Mitrison, Clerk  
of the Board of Supervisors

EL DORADO COUNTY OFFICE OF EDUCATION

ATTEST:

By:   
\_\_\_\_\_  
Bob Whittenberg  
Assistant Superintendent,  
Business Services, EDUHSD

Date: 11/12/19

ATTACHMENT "A"

Dated: \_\_\_\_\_

Sheriff John D'Agostini  
Sheriff Department  
County of El Dorado  
200 Industrial Drive  
Placerville, California 95667  
EDUHSD Tobacco Tax Grant Funds Reimbursement Agreement

Re: EDUHSD  
Tobacco Tax Grant

Dear Sheriff D'Agostini:

I certify that the EDUHSD completed the installation of the Project in accordance with grant purchasing guidelines.

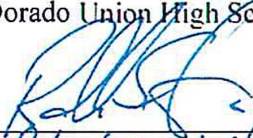
Attached are the invoices for this Project. Please remit the reimbursement at your earliest convenience.

I declare under penalty of perjury under the laws of the State of California that the foregoing certification is true and correct.

Executed on the date written above in El Dorado County, State of California.

El Dorado Union High School District:

By:

  
Robert S. Whittenberg  
(Print name & title)

Assistant Superintendent, Business