



City of South Lake Tahoe

"making a positive difference now"

January 11, 2013

Tania Donnelly
Department Analyst II
El Dorado County Sheriff's Dept
300 Fair Lane
Placerville, CA 95667

Re: Funding/Reimbursement Agreement

Dear Ms. Donnelly:

At their regularly scheduled meeting of January 8, 2013, the City Council approved the above-referenced agreement.

Enclosed is the original agreement for El Dorado County signatures. Once signed, please retain a copy of the agreement for your files and mail the original agreement to this office.

If you have any questions, please do not hesitate to call me at (530) 542-6003 or email me at eapalazzo@cityofslt.us.

Sincerely,

Ellen Palazzo, CMC
Assistant City Clerk

Enclosure

**FUNDING/REIMBURSEMENT AGREEMENT WITH THE
CITY OF SOUTH LAKE TAHOE**

South Lake Tahoe/El Dorado Narcotic Enforcement Team

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 City of South Lake Tahoe, whose principal place of business is 1901 Airport Road, South Lake Tahoe, CA 96150 (herein after referred to as "City")

Recitals

WHEREAS, County received Local Law Enforcement Services Account funds in the amount of \$266,623; and

WHEREAS, the State of California provides funding for mid and high level methamphetamine enforcement (CalMMET); and

WHEREAS, County, as the subgrantee, will receive the funds, purchase equipment, or reimburse agencies for salary expenses related to methamphetamine law enforcement tasks; and

WHEREAS, as required by the State, a task force consisting of agencies such as the City of South Lake Tahoe Police Department, California DOJ Bureau of Investigation, and California Highway Patrol (CHP) has been established with the position of Task Force Commander in charge of operations; and

WHEREAS, City is a participating agency in the task force; and

WHEREAS, the task force has agreed to disburse an amount not to exceed \$82,250 in salary and benefit costs for the period August 1, 2012 to May 31, 2013, to the City for the Task Force Commander (hereinafter referred to as "Reimbursement");

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

ARTICLE I

Payment of Funds: County will reimburse City in an amount not to exceed \$82,250.00 for the purpose of Reimbursement within thirty (30) days after City presents an invoice to County. In no event shall County's obligation under this Agreement exceed \$82,250.00

ARTICLE II

Use of Funds: City will use the funds to be reimbursed by County for the purpose of salary and benefit costs for the Task Force Commander. City will complete Reimbursement by June 30, 2013, and present the County with an invoice for payment. In the event City does not complete Reimbursement and invoice the County by June 30, 2013 or in the event the City does

not adhere to generally accepted funding guidelines, County's obligation for payment shall be null and void, and upon written demand by County, City shall return any funds it has received from County and not spent on the Reimbursement to County within thirty (30) days of mailing of written demand of County.

ARTICLE III

Term: This Agreement shall become effective from August 1, 2012 and shall expire when funding performance period expires on May 31, 2013.

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 funding, in order to make audits, examinations, excerpts and transcripts. For a period of three (3) years after the termination of this Agreement, City will keep and maintain an accurate financial account, in accordance with generally accepted accounting principles, of all funds expended by City with respect to the Reimbursement until notification is provided by the County that the funding has ended 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 City, or the offices of its financial consultant.

ARTICLE V

Compliance with Applicable Law and Grant Requirements: City has read and understands the generally accepted funding guidelines and will comply with all laws, regulations and guidance documents that apply to the funding.

In the event an audit by the County or the State of California determines City failed to comply with funding guidelines, the County shall provide written notification of the violation and City may be required to reimburse the County for the total cost of the Reimbursement.

ARTICLE VI

Independent Authority Liability: City is, and shall be at all times, deemed independent and shall be wholly responsible for the acts of City's employees, associates, agents, and contractors, if any, in connection with the Reimbursement

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 City 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 Department
300 Fair Lane
Placerville, CA 95667
ATTN: Administrative Services Officer

or to such other location as the County directs.

Notices to City shall be addressed as follows:

CITY
City of South Lake Tahoe
1901 Airport Road
South Lake Tahoe, CA 96150
ATTN: Tony O'Rourke, City Manager

or to such other location as City directs.

ARTICLE X

Indemnity: City 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 Reimbursement. This duty of City 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, City shall provide proof in a form satisfactory to the County's Risk Manger of participation in a self-insurance program, or proof of insurance sufficient to meet City'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. City 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: [Signature]
John D'Agostini
Sheriff

Dated: 2/6/13

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

COUNTY OF EL DORADO:

Dated: _____

By: _____
Chair
Board of Supervisors

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

By: _____
Deputy Clerk

Dated: _____

Approved by: [Signature]
Tom Davis, Mayor



Dated: 2/5/2013

ATTEST: [Signature]
Susan Alessi, City Clerk

Dated: _____

Approved as to From: [Signature]
Patrick Enright, City Attorney

Dated: 2/6/13