

**FUNDING/REIMBURSEMENT AGREEMENT WITH THE RESCUE UNION
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 Rescue Union School District (RUSD) a public entity, whose principal place of business is 2390 Bass Lake Road Rescue, CA 95672 (herein after referred to as (RUSD)).

Recitals

WHEREAS, El Dorado County Sheriff's Office was awarded Proposition 64 Public Health and Safety Grant Cohort 1 which has a grant term of October 1, 2020 through September 30, 2023:

WHEREAS, El Dorado County has agreed to reimburse the RUSD an amount not to exceed \$205,950.00 to be used to provide services for an anti-marijuana youth pilot program:

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

ARTICLE I

Payment of Funds: County will reimburse RUSD in an amount not to exceed \$205,950.00 solely for the services provided carrying out an anti-marijuana youth pilot program. In no event shall County's obligation under this Agreement exceed \$205,950.00. RUSD will be obligated to invoice the County on a monthly or quarterly basis, ten days after the end of the month or quarter. Invoices shall be paid on a net 30 day payment term once the invoice is received by County. RUSD shall email the invoices to accountspayable@edso.org;

ARTICLE II

Use of Funds: RUSD will use the funds received from County solely for the services provided. Funds received shall be used for RUSD Staff costs and supplies needed to carry out the program. Any single item with purchase cost of \$3,500 or more, shall be requested in writing prior to any purchase or order.

RUSD shall submit to County monthly invoices outlining costs. The maximum amount RUSD is permitted to bill County shall not exceed \$205,950, identical to Attachment A. All invoices shall include a statement of total monthly or quarterly expenses, identical to Attachment B, noting the costs that have been incurred. Such statement shall be signed under penalty or perjury by an authorized signatory of RUSD.

ARTICLE III

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of October 1, 2020 through September 30, 2023. If the Proposition 64 Public Health and Safety Grant Cohort 1 grant term is extended for any reason, the agreement will adhere to the revised grant term located on the Board of State and Community Corrections website. The published Proposition 64 Public Health and Safety Grant Cohort 1 grant term shall serve as the "Effective Date" and shall expire September 30, 2023, unless revised.

ARTICLE IV

Audit and Access to Records: COUNTY shall have the right of access to any books, documents, papers, or other records which are pertinent to the costs of the program, in order to make audits, examinations, excerpts and transcripts. For a period of three (3) years after the termination of the grant period, RUSD shall keep and maintain an accurate financial account, in accordance with generally accepted accounting principles, of all funds expended by County with respect to the expenditures reimbursed as part of the anti-marijuana youth pilot program. Such accounting records shall be available for inspection by COUNTY's designee, during normal business hours at the RUSD District Office.

ARTICLE V

Independent Authority Liability: RUSD is, and shall be at all times, deemed independent and shall be wholly responsible for the acts of the RUSD employees, associates, agents, and contractors, if any, in connection with the anti-marijuana youth outreach pilot program.

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 and RUSD may terminate this Agreement in the event either parties becomes unable to substantially perform any terms or conditions of the Agreement or without cause with thirty (30) days notice 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 successor
or to such other location as the County directs.

Notices to RUSD shall be addressed as follows:

Rescue Union School District
2390 Bass Lake Road
Rescue, CA 95672
ATTN: Cheryl Olson, Superintendent or successor

or to such other location as the RUSD directs.

ARTICLE X

Indemnity: RUSD 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 Contractor's services, operations, or performance hereunder. This duty of RUSD is 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, RUSD 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 RUSD'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- Public Administrator-Coroner

Dated: 4/20/21

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

COUNTY OF EL DORADO:

Dated: _____

By: _____
John Hidahl, Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

RESCUE UNION SCHOOL DISTRICT

Approved By: 
Cheryl Olson, Superintendent

Dated: 4/19/21

ATTACHMENT "A"

2020/2021 School Year (Starting in April 2021)

DESCRIPTION	POSITIONS	COST	ANNUAL COST
Anti-Marijuana Pilot Program Coordinator	(1)	\$1,869	\$ 1,869
Supplies, Food and Equipment			\$ 7,000
Professional Services (Includes but is not limited to: mileage, speakers, data collection, facility use, transportation)			<u>\$ 5,000</u>
20/21 Total			<u>\$13,869</u>

2021/2022 School Year

DESCRIPTION	POSITIONS	COST	ANNUAL COST
Anti-Marijuana Pilot Program Director	(2)	\$2,402	\$ 4,804
Anti-Marijuana Pilot Program Lead	(1)	\$31,674	\$31,674
Anti-Marijuana Pilot Program Coordinator	(1)	\$ 6,004	\$ 6,004
Support Staff (teacher extra duty)	(2)	\$ 2,545	\$ 5,090
Support Staff	(1)	\$3,990	\$ 3,990
Supplies, Food and Equipment			\$23,387
Professional Services (Includes but is not limited to: mileage, speakers, data collection, facility use, transportation)			<u>\$17,544</u>
21/22 Total			<u>\$92,493</u>

2022/2023 School Year

DESCRIPTION	POSITIONS	COST	ANNUAL COST
Anti-Marijuana Pilot Program Director	(2)	\$ 2,443	\$ 4,886
Anti-Marijuana Pilot Program Lead	(1)	\$32,458	\$32,458
Anti-Marijuana Pilot Program Coordinator	(1)	\$ 6,108	\$ 6,108
Support Staff (teacher extra duty)	(2)	\$ 2,589	\$ 5,178

Support Staff	(1)	\$ 4,089	\$ 4,089
Supplies, Food and Equipment			\$20,000
Professional Services (Includes but is not limited to: mileage, speakers, data collection, facility use, transportation)			<u>\$15,000</u>
22/23 Total			<u>\$87,719</u>

**2023/24 School Year
(Through September 30, 2023)**

DESCRIPTION	POSITIONS	COST	ANNUAL COST
Anti-Marijuana Pilot Program Coordinator	(1)	\$1,869	\$1,869
Supplies, Food and Equipment			\$5,000
Professional Services (Includes but is not limited to: mileage, speakers, data collection, facility use, transportation)			<u>\$5,000</u>
23/24 Total			<u>\$11,869</u>
<u>TOTAL GRANT FUNDS BUDGETED</u>			<u>\$205,950</u>

NOTE: Changes to budget line items stipulated in Attachment A may be adjusted at any time if agreed upon between parties, however the NTE cannot be changed for any reason.

ATTACHMENT "B"

Dated: _____

Sheriff John D'Agostini
Sheriff's Office
County of El Dorado
200 Industrial Drive
Placerville, Ca 95667

RE: Prop 64 Anti-Marijuana Youth Outreach Pilot Program
Costs for Year ____ / Quarter ____

Dear Sheriff D'Agostini,

I certify that RUSD completed the following expenses in accordance with Prop 64 grant purchasing guidelines and assurances.

Attached are invoices for the costs to conduct the Anti-Marijuana Youth Outreach Pilot Program for the specified year and quarter stated above. 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.

Rescue Union School District:

By: _____

(Print name & title)

(Signature)