

REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF PLACERVILLE AND THE COUNTY OF EL DORADO

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 Placerville, a municipal corporation (herein after referred to as "City").

Recitals

WHEREAS, County applied for a Fiscal Year 2009 Homeland Security Grant program ("Grant"), which receives funding for two distinct programs: the State Homeland Security Program ("SHSP"), the new Law Enforcement Prevention Program ("LETPP"); and

WHEREAS, County was awarded grant funds in the amount of \$453,415, which was included in the County Sheriff's Department Fiscal Year 2009-2010 budget; and

WHEREAS, Grant provides funding for planning, equipment, training, exercises and management/administrative costs; and

WHEREAS, County, as the Operational Area lead agency, will receive the grant funds, purchase and loan equipment to other participating agencies, or subgrant funds to the agencies to purchase equipment, and eventually transfer ownership of the equipment to participating agencies after grant audits are completed; and

WHEREAS, as required by the Homeland Security Grant, the County Board of Supervisors created an Approval Authority, representing the City of Placerville, City of South Lake Tahoe, Sheriff, Public Health and Fire Districts, on April 8, 2003, to distribute the Grant funds at the local level; and

WHEREAS, City is a local participating agency in the Fiscal Year 2009 Homeland Security Grant program; and

WHEREAS, the Approval Authority has agreed to disburse an amount not to exceed \$31,500 in LETPP grant funds to City, for City to purchase a Mobile Data System and computers to support the system, GPS devices, and patrol kits (hereinafter referred to as the "Equipment");

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

ARTICLE I

Payment of Funds: County will transfer to City the sum of an amount not to exceed \$31,500 within thirty (30) days after City presents an invoice to County for the Equipment. In no event shall County's obligation under this Agreement exceed \$31,500

ARTICLE II

Use of Funds: City will use the funds to be disbursed by County solely for the purchase of the Equipment. City is responsible for maintenance, repairs or any other costs incurred related to the equipment. City shall purchase the Equipment directly from the supplier and shall take title directly without title passing through the County. City will purchase the Equipment by January 31, 2011, and present the County with an invoice for payment. In the event City does not purchase the Equipment by January 31, 2011 and invoice the County by March 1, 2011, 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 Equipment to County within thirty (30) days of mailing of written demand of County.

City shall submit to County its statement of the total sum of an amount not to exceed \$31,500, identical to Attachment "A" noting that the Equipment has been purchased. Such statement shall be signed under penalty of perjury by an authorized signatory of City.

ARTICLE III

Term: This Agreement shall become effective when fully executed by both parties ("Effective Date") and shall expire when grant performance period expires, audits are complete and transfer of ownership occurs.

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, City will keep and maintain an accurate financial account, in accordance with generally accepted accounting principles, of all funds expended by the City with respect to the Equipment. 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 Grant and will comply with and require any vendor of the Equipment to comply with all laws, regulations and guidance documents that apply to the Grant.

ARTICLE VI

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

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 this Agreement, funds previously received from County, which have not been spent by City on the Equipment, shall be returned to County by City 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
360 Fair Lane
Placerville, CA 95667
ATTN: Asst. Deputy Director of OES

or to such other location as the County directs.

Notices to City shall be addressed as follows:

City of Placerville
3101 Center Street
Placerville, CA 95667
ATTN: John Driscoll

or to such other location as the City directs.

ARTICLE X

Indemnity: The 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 purchase of the Equipment or the use, operation and maintenance of the Equipment. 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 Fred Kollar, 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: 
Fred Kollar
Sheriff

Dated: 6-11-10

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

COUNTY OF EL DORADO:

Dated: 5/25/10

By: 
Raymond J. Nutting, First Vice-Chairman
Board of Supervisors

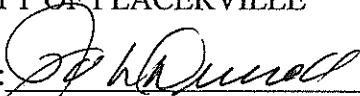
ATTEST:

Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By:  Date: 5/25/10
Deputy Clerk

CITY OF PLACERVILLE

Dated: 5/11/10

By: 
John Driscoll
City Manager/City Attorney

ATTACHMENT "A"

Dated: _____

Sheriff Fred Kollar
Sheriff Department
County of El Dorado
360 Fair Lane
Placerville, California 95667

Re: City of Placerville
FY 2009 Homeland Security Grant Equipment

Dear Sheriff Kollar:

I certify that the City of Placerville completed the purchase of a Mobile Data System and computers to support the system, GPS devices, and patrol kits. Attached are the receipts for this Equipment. 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 the County of El Dorado, State of California.

The City of Placerville

By: _____

(Print name & title)