

**EL DORADO COUNTY
BOARD OF SUPERVISORS
AGENDA TRANSMITTAL
MEETING OF SEPTEMBER 12, 2006**

AGENDA TITLE: FUNDING AGREEMENT WITH THE CITY OF PLACERVILLE

DEPARTMENT: Sheriff <i>NA</i>	DATE: 08/18/06	CAO USE ONLY <i>C</i>
CONTACT: US Fred	PHONE: 6576	<i>Kelley Webb 8/31/06</i>

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

Your Board is requested to authorize the Chairman to sign and execute the Funding Agreement between the County and the City of Placerville for the purchase of communications equipment for the City of Placerville's Emergency Operations Center and communications van.

Agmt available in Viewing packet & on web

CAO RECOMMENDATION: *Recommend approval. Laura A. Hill 9/11/06*

Financial impact? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Funding Source <input type="checkbox"/> Gen Fund <input checked="" type="checkbox"/> Other
--	---

<p>BUDGET SUMMARY:</p> <p>Total Est. Cost \$ <u>25,000.</u></p> <p>Funding</p> <p> Budgeted \$ <u>25,000.</u></p> <p> New Funding \$ _____.</p> <p> Saving* \$ _____.</p> <p> Other \$ _____.</p> <p>Total Funding Available \$<u>25,000.</u></p> <p>Change in Net County Cost \$<u>-0.-</u></p> <p>* Explain</p>	<p>CAO OFFICE USE ONLY:</p> <p>415's Vote Req. () Yes (<input checked="" type="checkbox"/> No)</p> <p>Change in Policy () Yes (<input checked="" type="checkbox"/> No)</p> <p>New Personnel () Yes (<input checked="" type="checkbox"/> No)</p> <p>CONCURRENCES:</p> <p>Risk Management <u>NA</u></p> <p>County Counsel <u>YES</u></p> <p>Other _____</p>
---	---

BOARD ACTIONS:

<p>Vote: Unanimous _____ Or</p> <p>Ayes:</p> <p>Noes:</p> <p>Abstentions:</p> <p>Absent:</p>	<p>I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors</p> <p>Date: _____</p> <p>Attest: CINDY KECK, Board Of Supervisors Clerk</p> <p>By: _____</p>
---	--

**EL DORADO COUNTY SHERIFF'S DEPARTMENT
SHERIFF JEFF NEVES**

MEMORANDUM

TO: Board of Supervisors

FROM: ~~Jeff Neves, Sheriff - Coroner - Public Administrator~~

 A1

SUBJECT: Funding Agreement with the City of Placerville

DATE: 8/18/2006

Recommendation:

Your Board is requested to authorize the Chairman to sign and execute the Funding Agreement between the County and the City of Placerville for the purchase of communications equipment for the City of Placerville's Emergency Operations Center and communications van.

Reason for Recommendation:

On April 8, 2003, your Board created an Approval Authority to distribute Homeland Security Grant funds to local entities. This Approval Authority has approved the disbursement of \$25,000 to the City of Placerville for communications equipment.

The California Department of Homeland Security permits the County to sub-grant Homeland Security Grant funds to participating jurisdictions that meet State and Federal requirements for sub-granting. The City of Placerville, which already has in place the necessary processes for receiving Federal grant funds, does meet the requirements for sub-granting.

It is recommended that your Board approve the decision of the Approval Authority to sub-grant Homeland Security Grant funds to the City of Placerville, and authorize the Chairman to sign and execute the Funding Agreement between the County and the City of Placerville for the purchase of communications equipment for the City's Emergency Operations Center and their communications van.

Fiscal Impact:

None. The monies for the Funding Agreement are from the FY2004 Homeland Security Grant and there is no County match required.

Action to be Taken Following Approval:

After the Chairman signs the Agreement, the City, which has indicated its approval of entering into this Agreement, will sign and fully execute the document. The City will invoice the County for the total amount of \$25,000.

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT:
 Department: SHERIFF
 Dept. Contact: TANIA
 Phone #: 6636
 Department Head
 Signature: [Signature]

CONTRACTOR:
 Name: _____
 Address: _____
 Phone: _____

EL DORADO COUNTY COUNSEL
 2006 NOV - 2 PM 4:16
 Hand Delivered

CONTRACTING DEPARTMENT:
 Compliance with Human Resources requirements? Yes: ___ No: ___
 Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)
 Approved: _____ Disapproved: _____ Date: 11/17/05 By: [Signature]
 Approved: _____ Disapproved: _____ Date: 8/28/04 By: [Signature]

EL DORADO COUNTY COUNSEL
 2006 AUG 28 AM 11:56
 Hand Delivered

DATE: 8/28/06
 ATTORNEY: LOW G.
 INDEX: 241110
 BY: ACO

ASSIGNMENT	DATE	ATTORNEY	DEPT./INDEX NO.	BY:
11031205		241574	241110	ACD
				Tania ->
				Please send over an "Agreement to Purchase" as discussed. Sample emailed 11/17/05 and attached.
				Per e-mail dated 7/19/06, Copy attached.
				Thanks - Cindy 5711

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)
 Approved: _____ Disapproved: _____ Date: _____ By: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL (Specify department(s) participating or directly affected by this contract). Department(s): _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____



City of Placerville

3101 Center Street
Placerville, California 95667
(530) 621-CITY
Fax: (530) 642-5538

August 9, 2006

Ms. Tania Donnelly
El Dorado County Sheriff's Department
300 Fair Lane
Placerville, CA 95667

Dear Ms. Donnelly: *Tania*

Enclosed are two original Funding Agreements Between the City of Placerville and the County of El Dorado regarding the 2005 Homeland Security Grant program. Please return one original, fully executed Agreement to the undersigned. Also enclosed is one certified copy of Placerville City Council Resolution No. 7414, passed at a regular meeting of the City Council on August 8, 2006 for your records.

If you have any questions regarding the enclosed, please do not hesitate to contact me at (530) 642-5531.

Sincerely,

Susan Zito, CMC
City Clerk/Human Resource Officer
3101 Center Street
Placerville, CA 95667

Enclosures

cc: Chief George Nielsen, City of Placerville

RESOLUTION NO. 7414

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACERVILLE AUTHORIZING THE EXECUTION OF A FUNDING
AGREEMENT WITH EL DORADO COUNTY FOR THE PURCHASE OF
COMMUNICATIONS EQUIPMENT FOR THE CITY'S EMERGENCY
OPERATIONS CENTER AND COMMUNICATIONS VAN**

WHEREAS, El Dorado County (the County) is the recipient of Homeland Security Grant funds; and

WHEREAS, the Approval Authority established to administer said Grant funds has approved up to \$25,000.00 for the City of Placerville to purchase communications equipment for the City's Emergency Operations Center and communications van.; and

WHEREAS, the County is charged with ensuring that the Homeland Security Grant monies are utilized in accordance with Grant guidelines; and

WHEREAS, in order for the County to disburse Homeland Security Grant monies to the City, it is necessary that the City enter into a Funding Agreement with the County;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Placerville that the City Manager is authorized to execute the attached Funding Agreement with El Dorado County.


The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placerville held on August 8, 2006, by Councilmember Washburn, who moved its adoption. The motion was seconded by Councilmember Colvin. A poll vote was taken which stood as follows:

AYES: Acuna, Colvin, Hagen, Rivas, Washburn

NOES: None

ABSTAIN: None

ABSENT: None



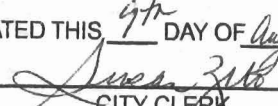
Pierre Rivas, Mayor

ATTEST:



Susan Zito, City Clerk

THE FOREGOING IS A FULL TRUE AND
CORRECT COPY OF THE ORIGINAL
RECORD IN THE OFFICE OF THE CITY
CLERK OF THE CITY OF PLACERVILLE
COUNTY OF EL DORADO, STATE OF
CALIFORNIA.

DATED THIS 9th DAY OF Aug 2006


CITY CLERK

**FUNDING 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 2005 Homeland Security Grant program ("Grant"), which receives funding for three distinct programs: the State Homeland Security Program ("SHSP"), the new Law Enforcement Prevention Program ("LETPP") and the Emergency Management Performance Program ("EMPG"); and

WHEREAS, County was awarded grant funds in the amount of \$347,777, which was included in the County Sheriff's Department Fiscal Year 2005-2006 budget; and

WHEREAS, SHSP 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, and eventually transfer ownership of the equipment to participating agencies when grant regulations permit; or sub-grant 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 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 2005 Homeland Security Grant program; and

WHEREAS, the Approval Authority has agreed to disburse an amount not to exceed \$25,000.00 in SHSP and LETPP grant funds to City, for City to purchase communications equipment for their Emergency Operations Center and Communications Van (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 \$25,000.00 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 \$25,000.00.

ARTICLE II

Use of Funds: City will use the funds to be paid by County solely for the Equipment. City will complete purchase of the Equipment by January 31, 2007. In the event City does not purchase the Equipment by January 31, 2007, 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 purchase of 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 \$25,000.00, identical to Attachment "A". 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 at the completion of the purchase of the Equipment.

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 purchase of 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 will comply with all Federal, State, and local laws and ordinances which are or may be applicable to the purchase of the Equipment to be undertaken by City. 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 purchase of 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: Director of General Services

or to such other location as the County directs.

Notices to City shall be addressed as follows:

City of Placerville
3101 Center Street
Placerville, California 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 Jeff Neves, 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.

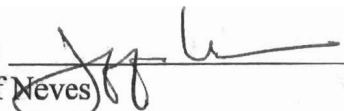
ARTICLE XVI

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: 
Jeff Neves
Sheriff

Dated: 8/24/06

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

COUNTY OF EL DORADO:

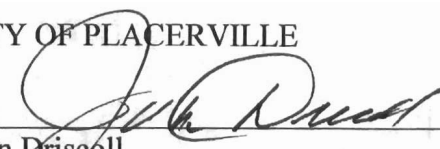
Dated: _____

By: _____
Helen Baumann, Chair
Board of Supervisors

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Date: _____

Dated: 8/9/06

CITY OF PLACERVILLE
By: 
John Driscoll
City Manager/City Attorney

ATTACHMENT "A"

Dated: _____

Sheriff Jeff Neves
Sheriff Department
County of El Dorado
360 Fair Lane
Placerville, California 95667

Re: City of Placerville
Homeland Security Grant Project- Emergency Operations Center and Communication
Van Equipment

Dear Sheriff Neves:

I certify that as of the above date, the City of Placerville is actively engaged in the purchasing communication equipment. Through the last day of last month, the City of Placerville has spent the total sum of \$ _____, of the funds granted to it by the County of El Dorado on the Project. As of the last day of last month the following purchases have been accomplished:

1. _____
2. _____
3. _____

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.

The City of Placerville

By: _____

(Print name & title)



OFFICE OF HOMELAND SECURITY

August 4, 2006

Lt. Martin Hackett
Asst. Deputy Director OES
El Dorado County
300 Fair Lane
Placerville, CA 95667

Dear Lt. Hackett:

SUBJECT: NOTIFICATION OF SUBGRANTEE APPLICATION APPROVAL
U.S. Department of Homeland Security
FY 2006 Homeland Security Grant Program (HSGP)
Grant #2006-0071, OES ID# 017-00000
Subgrant Performance Period: August 4, 2006 to March 31, 2008

The Governor's Office of Homeland Security (OHS) has approved your FY 06 Homeland Security Grant Program (HSGP) application in the amount of \$394,653. As of the date of this letter you may request reimbursement or advance of eligible grant expenditures using the OHS financial management forms workbook available at WWW.HOMELAND.CA.GOV.

During the grant application review process, an OHS representative has reviewed and approved your FY 06 HSGP application. As a result of this review, some of your funded projects may have been assigned performance milestones shorter than the subgrant performance period stated above. Performance milestones will be used by OHS to both determine the appropriate date to disencumber funds awarded under this grant and re-direct them to other needs across the State and as indicators of performance and grant management capacity in future competitive grant applications.

Performance Milestones:

SEE ATTACHMENT

Additionally, Aviation/Watercraft requests, Establish/Enhance Emergency Operations Center (EOC) upgrades and sole source procurement requests will require additional approvals from OHS. Please request and obtain approval for these activities **prior** to incurring any costs, to be reimbursed under this grant, related to these activities.

Following acceptance of this award, you must enter your grant information into the US Office of Grants and Training, Grant Reporting Tool (GRT), during the December 2006 Biannual Strategy Implementation Report (BSIR) period. The GRT can be accessed online at <HTTPS://WWW.REPORTING.ODP.DHS.GOV/>. Semi-annual performance reports must be prepared and submitted to OHS via the GRT for the duration of the grant period or until all activities are completed and the grant is formally closed. Failure to submit performance reports could result in grant reduction, termination, or suspension.

This grant is subject to all policies and provisions of the Federal Single Audit Act of 1984 and the Single Audit Act Amendments of 1996. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to the State within 30 days upon receipt of an invoice from OHS.

For further assistance, please feel free to contact your OHS program representative or the Grant Management Section at (916) 324-8908.

Sincerely,



MATTHEW BETTENHAUSEN
Director

Attachment



OFFICE OF HOMELAND SECURITY

SUBJECT: NOTIFICATION OF SUBGRANTEE APPLICATION APPROVAL
U.S. Department of Homeland Security
FY 2006 Homeland Security Grant Program (HSGP)
Grant #2006-0071, OES ID# 017-00000
Subgrant Performance Period: August 4, 2006 to March 31, 2008

Performance Milestones:

PROJECT A	INTER. COMM. EQUIPMENT	FS	\$34,300	AUGUST 31, 2007
PROJECT A	INTER. COMM. EQUIPMENT	LE	\$54,500	AUGUST 31, 2007
PROJECT A	INTER. COMM. EQUIPMENT	HM	\$1,300	AUGUST 31, 2007
PROJECT B	DETECTION EQUIPMENT	HM	\$41,331	AUGUST 31, 2007
PROJECT B	CBRNE LOGISTICAL EQUIP.	PH	\$43,000	AUGUST 31, 2007
PROJECT B	DECONTAMINATION EQUIP.	LE	\$56,619	AUGUST 31, 2007
PROJECT C	PERSONAL PROTECTIVE EQUIP.	FS	\$60,000	AUGUST 31, 2007
PROJECT C	PERSONAL PROTECTIVE EQUIP.	HM	\$6,755	AUGUST 31, 2007
PROJECT E	PHYSICAL SECURITY EN. EQUIP.	FS	\$10,000	AUGUST 31, 2007