

FUNDING/REIMBURSEMENT AGREEMENT WITH THE EL DORADO OFFICE OF EDUCATION

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 County Office of Education (EDCOE) a public entity, whose principal place of business is 6767 Green Valley Road, Placerville, CA 95667 (herein after referred to as (EDCOE).

Recitals

WHEREAS, the EDCOE has agreed to reimburse the County an amount not to exceed \$100,000.00 to be used the County’s purchase and outfitting of two new School Resource Officer vehicles;

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

ARTICLE I

Payment of Funds: EDCOE will reimburse County in an amount not to exceed \$100,000.00 solely for the purchase and outfitting of two School Resource Officer vehicles within thirty (30) days after the County presents invoice. In no event shall EDCOE’s obligation under this Agreement exceed \$100,000.00.

ARTICLE II

Use of Funds: County will use the funds received from EDCOE solely for the purchase and outfitting of two School Resource Officer vehicles. County is responsible for any other costs incurred in accordance with county purchasing guidelines related to the purchase of these vehicles. County shall purchase the two School Resource Officer vehicles directly from the supplier and shall take title directly without title passing through EDCOE. County will purchase and outfit the vehicles and present EDCOE with an invoice for payment by the end of this fiscal year (FY), June 30, 2020. In the event County does not purchase the two School Resource Officer vehicles and invoice the County by the end of FY 2019/20 EDCOE’s obligation for payment shall be null and void.

County shall submit to EDCOE an invoice of the total sum of an amount not to exceed \$100,000.00 identical to Attachment A. noting that the two School Resource Officer vehicles have been purchased and received. The invoice shall be signed under penalty of perjury by an authorized signatory of the County.

ARTICLE III

Term: This Agreement shall become effective when fully executed by both parties (“Effective Date”) and shall expire after FY 19/20 ends, currently scheduled for June 30, 2020.

ARTICLE IV

Audit and Access to Records: EDCOE shall have the right of access to any books, documents, papers, or other records which are pertinent to this purchase, in order to make audits, examinations, excerpts and transcripts. For a period of three (3) years after the termination of this Agreement, County will keep and maintain an accurate financial account, in accordance with generally accepted accounting principles, of all funds expended by County with respect to the purchase of the two School Resource Officer's vehicles and the equipment used to upfit the vehicles. Such accounting records shall be available for inspection by EDCOE's designee, during normal business hours at the Sheriff's Office Fiscal Division.

ARTICLE V

Independent Authority Liability: County is, and shall be at all times, deemed independent and shall be wholly responsible for the acts of the County's employees, associates, agents, and contractors, if any, in connection with the purchase of the two School Resource Officer vehicles.

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: EDCOE may terminate this Agreement in the event County 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 EDCOE shall be returned to EDCOE 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 EDCOE shall be addressed as follows:

El Dorado County Office of Education
6767 Green Valley Road
Placerville, CA 95667
ATTN: Ed Manansala, County Superintendent of Schools,

or to such other location as the EDCOE directs.

ARTICLE X

Indemnity: The County shall defend, indemnify, and hold the EDCOE 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, EDCOE 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 this purchase, or the use, operation and maintenance of this purchase. This duty of County is to indemnify and save EDCOE harmless includes the duties to defend set forth in California Civil Code section 2778.

This obligation to defend and indemnify EDCOE 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, County 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 EDCOE'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: 7/22/20

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
"County"

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

By: _____ Dated: _____
Deputy Clerk

EL DORADO COUNTY OFFICE OF EDUCATION

Approved By: 
Ed Manansala, County Superintendent of Schools

Dated: 10/14/19

ATTACHMENT "A"

Sheriff John D'Agostini
Sheriff Department
County of El Dorado
200 Industrial Drive
Placerville, California 95667

Re: El Dorado County Office of Education
Reimbursement for two School Resource Officer vehicles

Dear Dr. Ed Manansala:

I certify that the County completed the following purchase of the two School Resource Officer vehicles in accordance with county purchasing guidelines.

Attached is the invoice for this two School Resource Officer vehicles. 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 County Office of Education:

By: _____

(Print name & title)