SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY

REIMBURSEMENT AGREEMENT FOR THE COUNTY OF EL DORADO

THIS REIMBURSEMENT AGREEMENT (the "Agreement") is made effective as of January 1, 2022, by and among the SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY, a California joint powers agency ("JPA"), and the COUNTY OF EL DORADO, a political subdivision of the State of California ("County").

Recitals

- A. WHEREAS, County has provided a staff member to the JPA to hold the office of Deputy/Interim Chief Executive Officer, and
- B. WHEREAS, the JPA desires to reimburse County for the reasonable cost of providing such services.

NOW THEREFORE, the parties hereto agree as follows:

Agreement

- 1. Reimbursement of Costs. In consideration of the provision of the services of Deputy/Interim Chief Executive Officer, the JPA shall reimburse the reasonable cost of providing such services; provided, however, that no reimbursement shall be made for time spent by either officer on matters that solely concern the jurisdiction that he or she represents.
- 2. <u>Amount of Reimbursement</u>. The amount of reimbursement shall be based on the hourly wage paid to the officer by City or County, as applicable, plus ten percent (10%) for overhead costs. The total reimbursement paid to City and County shall not exceed the amount budgeted therefor by the JPA's Board of Directors in any fiscal year.
- 3. <u>Invoices</u>. Reimbursement shall be made within thirty (30) days after receipt of a detailed invoice from County. County shall also mail a copy of every invoice to each staff member representing a JPA member agency. Invoices shall be submitted no more frequently than monthly.

- 4. <u>Records Retention</u>: County shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. County shall maintain records related to the Agreement during the term hereof and for a period of three (3) years from the date of final payment under this Agreement.
- 5. <u>Termination</u>. This Agreement may be terminated by either party upon thirty days written notice to the other party.
- 6. <u>Amendments</u>. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by both parties.
- 7. <u>Successors and Assigns</u>. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.
- 8. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.
- 9. <u>Venue</u>. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sacramento.
- 10. <u>Integration</u>. This Agreement constitutes the entire understanding and agreement of the parties with respect to all or any part of the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

SACRAMENTO-PLACERVILLE TRANPORTATION CORRIDOR JOINT POWERS AUTHORITY

Linda Budge

Acting Board Chair

APPROVED AS TO LEGAL FORM:

Paul Chrisman

General Counsel

COUNTY OF EL DORADO, a political subdivision of the State of California

By:

Chair of the Board of Supervisors of the County of El Dorado

ATTEST:

Clerk of the Board of Supervisors

Approved as to Content:

Rv.

Vickie Sanders, Parks Manager Chief Administrative Office

Approved as to Legal Form:

By:

Deputy County Counsel