

AGREEMENT #168-O1811

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and El Dorado County Office of Education, a public agency whose principal place of business is 6767 Green Valley Road, Placerville, CA, 95667 (hereinafter referred to as "EDCOE").

RECITALS

WHEREAS, County has appropriated funding for the purpose of providing funding for supplies to be given to child care providers who are participating in the Library Early Literacy on the Move “Program”; and

WHEREAS, EDCOE has agreed to act as the fiscal agent of said funding and to coordinate said Program; and

WHEREAS, the funding provided herein will serve a public purpose and provide a valuable public service in that it will help child care providers who are participating in the Library Early Literacy on the Move Program.

NOW, THEREFORE, the parties do hereby agree to the following:

ARTICLE I

Scope of Services:

EDCOE agrees to pay County for the cost of items, materials and supplies for the Program as follows:

1. County, in its sole discretion, will select and order items from vendors to support and enhance child care provider visits from Library staff.
2. County will receive items and pay invoices promptly.
3. County will provide a) copies of invoices, b) packing slips and c) report of all expenditures to EDCOE quarterly (October 15, January 15, April 15, and July 15).
4. EDCOE will reimburse County for submitted invoices within thirty (30) days of receipt.
5. Total cost of all items purchased and received shall not exceed \$13,000 per year.

6. Total amount of this Agreement shall not exceed \$13,000 per year for a total of \$39,000.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire June 30, 2020.

ARTICLE III

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE IV

Termination: This contract is subject to funding provided to the EL Dorado County Office of Education from First 5 California. If the First 5 California IMPACT funds are no longer distributed, or are reduced significantly below the projected amounts, this contract shall terminate within 60 days of written notice to the El Dorado County Superintendent of Schools. Any supplies and materials ordered and paid for prior to the termination date will still be reimbursed.

ARTICLE V

Audit by California State Auditor: EDCOE acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, EDCOE shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE VI

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 Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Library
345 Fair Lane
Placerville, CA 95667
ATTN: Jeanne Amos, Library Director

Notices to EDCOE shall be addressed as follows:

El Dorado County Office of Education
6767 Green Valley Road
Placerville, CA 95667
ATTN: Robbie Montalbano

or to such other location as the EDCOE directs.

ARTICLE VII

Change of Address: In the event of a change in address for EDCOE's principal place of business, EDCOE's Agent for Service of Process, or Notices to EDCOE, EDCOE shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE VIII

Indemnity: EDCOE 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 attorney's 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 EDCOE's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the EDCOE, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of EDCOE to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE IX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Jeanne Amos, Library Director, or successor.

ARTICLE X

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 XI

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 XII

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.

ARTICLE XIII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XIV

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.

Requesting Contract Administrator Concurrence:

By: _____
Carolyn Brooks
Supervising Librarian
Library

Dated: _____

Requesting Department Head Concurrence:

By: _____
Jeanne Amos
Library Director

Dated: _____

//

//

//

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Purchasing Agent
Chief Administrative Office
"County"

-- EL DORADO COUNTY OFFICE OF EDUCATION --

By: _____ Dated: _____
Robbie Montalbano
Deputy Superintendent