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| EDCOE # |
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**Standard Agreement  
between the  
El Dorado County Office of Education  
and  
El Dorado County Library**

This agreement is made and entered into by and between the El Dorado County Office of Education, hereinafter referred to as “EDCOE,” having its principal office at 6767 Green Valley Road, Placerville, California 95667 and El Dorado County Library, hereinafter referred to as “CONTRACTOR”, having its principal office at 345 Fair Lane, Placerville, CA 95667 each being a “Party” and collectively the “Parties”.

**RECITALS**

Whereas, the terms “El Dorado County Office of Education”, “County Office”, or “EDCOE” shall mean both the Superintendent and the El Dorado County Board of Education, their officers, employees, representatives, and agents in their respective employment and oversight capacities of the El Dorado County Office of Education.

Whereas EDCOE requires professional services of Friend, Family and Neighbor Caregiver Outreach and Education.

Whereas, CONTRACTOR is qualified and desires to provide services of Friend, Family and Neighbor Caregiver Outreach and Education.

Whereas, EDCOE desires CONTRACTOR to provide such services.

Whereas, the Parties warrant that they have had the opportunity to obtain advice of counsel throughout the negotiations leading to the preparations and execution of this Agreement, and have read it carefully and understand its terms and consequences.

**AGREEMENT**

NOW, THEREFORE, in consideration of the acts and promises contained herein the Parties agree as follows:

**A. SCOPE OF WORK:**

CONTRACTOR agrees to take all steps and do all things reasonable and necessary to perform and complete in a good and workmanlike manner the project work of:

Outreach and recruitment of Friend, Family and Neighbor Caregivers for 5 sessions of a 6 week Friend, Family And Neighbor Education, Activity and Support Group across the five El Dorado County library branches.

CONTRACTOR shall work in partnership with and based on the guidance of EDCOE to fulfill the deliverables and benchmarks identified within the Scope of Work.

**B. CONTRACT PERIOD:**

The contract period will be July 1, 2022 through December 31, 2022 or upon the completion of obligations stated herein whichever occurs first. EDCOE and the CONTRACTOR may extend or amend this contract by mutual written consent. This contract can be terminated by either party with 30 days written notice. In the event of termination for reasons other than cause, EDCOE will pay Contractor for work done up to the time of termination. In the event of termination for cause, Contractor need be compensated only to the extent required by law.

**C. FEE SCHEDULE:**

For services outlined above, EDCOE agrees to pay the CONTRACTOR \$ 9,265.84. Fee is not to exceed this Agreement amount. A W-9 Form shall be completed and delivered to EDCOE prior to any payment made. Payment shall be made upon delivery of an invoice dated prior to December 31, 2022 and received prior to January 10, 2023 in the name of EDCOE and a detailed schedule of work completed. EDCOE shall require confirmation of the work completed and approval of the invoice by EDCOE prior to payment. Payment is due to CONTRACTOR no later than 60 days after receipt of invoice submitted to EDCOE, at 6767 Green Valley Road, Placerville, California 95667 as funding allows. CONTRACTOR acknowledges that this agreement is made possible by state, federal or grant funding to EDCOE and payments may be delayed if funding is not received in a timely manner.

**D. EXPENSES/INCIDENTALS/TRAVEL REIMBURSEMENTS:**

Expenses/incidentals/travel reimbursements are not included in this contract.

**E. INDEPENDENT CONTRACTOR:**

This is an independent contractor agreement. EDCOE shall bear no responsibility for the payment of wages and benefits to any person providing services under this Agreement. It shall be the sole responsibility of the CONTRACTOR to pay wages or salary and employee benefits and to withhold taxes, unemployment insurance or pay other insurance premiums, including workers' compensation insurance.

**F. OWNERSHIP:**

EDCOE shall own all rights, title, and interest to all information, documents, data, content, software, or other intellectual property developed in accordance with this Agreement. All materials and publications developed under this Agreement will be attributed to EDCOE and will include EDCOE's logo and other identification as agreed upon by the parties.

**G. INDEMNIFICATION AND HOLD HARMLESS/INSURANCE:**

EDCOE agrees to indemnify, defend and hold harmless the CONTRACTOR and his officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of EDCOE, and EDCOE's officers, agents and employees, in performance of this contract.

The CONTRACTOR agrees to indemnify, defend and hold harmless EDCOE and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of the CONTRACTOR, and the CONTRACTOR's officers, agents and employees, in performance of this contract.

EDCOE agrees to purchase and/or maintain through the duration of this agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000.00 per claim/occurrence, and \$2,000,000.00 in the aggregate. The insurance or coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Agreement, commercial general liability, premises liability, automobile liability (owned, non-owned, and hired), professional liability/errors and omissions, employer's liability, product liability, completed operations, and/or educator's legal liability coverages. With respect to such coverage(s), EDCOE shall provide evidence of such coverage by way of a Certificate of Insurance or Certificate of Coverage upon request.

The CONTRACTOR agrees to purchase and/or maintain through the duration of this agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000.00 per claim/occurrence, and \$2,000,000.00 in the aggregate. The insurance or coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Agreement, commercial general liability, premises liability, automobile liability (owned, non-owned, and hired), professional liability/errors and omissions, employer's liability, product liability, completed operations, and/or educator's legal liability coverages. To the full extent of the CONTRACTOR respective indemnity obligations, but only up to the agreed limit of liability set forth above, the CONTRACTOR's insurance or liability coverage agreements shall also be endorsed to extend "additional insured" or "additional covered party" status to all proposed indemnitees, with such coverage to be provided on a "primary" basis. With respect to such coverage(s), CONTRACTOR shall provide evidence of such coverage by way of a Certificate of Insurance or Certificate of Coverage.

The parties' indemnity and coverage obligations shall survive the termination of this agreement with respect to any claim arising from the parties' actual or alleged performance or non-performance of or their respective rights, privileges, or obligations existing under this Agreement.

## **H. CERTIFICATIONS**

- a) CONTRACTOR certifies that pursuant to Education Code section 45125.1, it has conducted criminal background checks, through the California Department of Justice,

of all employees providing services to EDCOE, and that none have been convicted of serious or violent felonies, as specified in Penal Code sections 1192.7(c) and 667.5(c), respectively.

CONTRACTOR further certifies that if an employee providing services to EDCOE is subsequently convicted of a serious or violent felony, as specified, that employee will immediately cease performing services for EDCOE, and that CONTRACTOR will immediately provide notice to EDCOE of the conviction.

- b) CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq.
- c) CONTRACTOR certifies that it follows the provisions under California Education Code 49406 Examination for Tuberculosis including requiring new employees to submit an examination within 60 days of hire date to determine that he or she is free of active tuberculosis and testing thereafter at least once every four years.

Attached hereto as is a list of names of employees who may come in contact with students/staff at EDCOE sites.

**I. DISCRIMINATION:**

With respect to all issues associated with this Agreement, the parties and their directors, officers, employees, agents, volunteers, and guests shall not discriminate on the basis of race, color, national origin, religion, sex, physical or mental disability, medical condition (cancer related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran.

**J. SEVERABILITY:**

The provisions of this Agreement are divisible. If any such provision shall be deemed invalid or unenforceable, such provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way.

**K. WAIVER:**

No delay or omission by EDCOE or the CONTRACTOR in exercising any right under this Agreement shall operate as a waiver of that or any other right. No waiver of any provision of this Agreement, or consent to any departure by either party from any provision of this Agreement, shall be effective in any event unless it is in writing, designated a waiver, and signed by the party waiving the breach. Such a waiver shall be effective only in the specific instance and for the purpose for which it is given.

**L. GOVERNING LAW:**

This Agreement shall be construed in accordance with, and the rights and duties of the parties hereto shall be governed in all respects by, the laws of the State of California.

**M. ENTIRE AGREEMENT:**

This Agreement supersedes all prior agreements, understandings, and communications between the EDCOE and the CONTRACTOR, whether written or oral, express or implied, relating to the subject matter of this Agreement and is intended as a complete and final expression of the terms of the agreement between EDCOE and the CONTRACTOR and shall not be changed or subject to change orally. The parties further agree and acknowledge that neither of them, nor anyone acting on their behalf, made any

inducements, agreements, promises, or representations other than those set forth in this Agreement.

**N. CONFLICT:**

In the event of a dispute arising under this Agreement, the CONTRACTOR and EDCOE Superintendent, or their jointly agreed representatives, shall meet to resolve the conflict. If they are unsuccessful in their attempt to resolve the dispute, the matter shall be submitted to binding arbitrator, of the parties' choosing or upon appointment by a Court, with the arbitrator directed to resolve the dispute in the most efficient and cost-effective manner. In addition to any damages properly awarded to the prevailing party, attorneys' fees and costs shall also be awarded upon a finding by the arbitrator that the losing party's position was not made or continued in good faith and with reasonable cause or justification.

**O. NOTICES:**

Any notice required or permitted to be given under this Agreement shall be in writing and delivered to the other party at the following respective addresses:

For EDCOE:  
El Dorado County Office of Education  
Attn: Wendy Fredrickson, Deputy Superintendent  
6767 Green Valley Road  
Placerville, CA 95667

For CONTRACTOR:  
El Dorado County Library  
Carolyn Brooks, Director of Library Services  
345 Fair Lane  
Placerville, CA 95667

Contract Administrator

The County Officer or employee with responsibility for administering this agreement is Carolyn Brooks, Director of Library Services, or successor.

The parties hereby agree to the terms of this agreement.



Nov 2, 2022

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Wendy Frederickson  
Deputy Superintendent  
El Dorado County Office of Education

Date

CONTRACTOR

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Carolyn Brooks  
Director  
El Dorado County Library

Date





**The County of El Dorado**  
**Human Resources Department**  
*Risk Management Division*

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*Michael Andersen, Risk Manager*  
330 Fair Lane, Placerville, CA 95667  
Phone 530.621.6520 Fax 530.642.9815  
michael.andersen@edcgov.us

Dated: January 3, 2022

Certificate Holder: El Dorado County Office of Education, Attn: Nisa Lyons  
Additional Insured: El Dorado County Office of Education, its trustees, officers, agents, members, employees, affiliates, consultants, sub-consultants, volunteers, and representatives.

**Certificate of Self- Insurance**  
**GENERAL LIABILITY, AUTOMOBILE LIABILITY,**  
**AND PROPERTY**

This is to certify that El Dorado County is covered for its motor vehicle, general liability, property, and public employee dishonesty exposures through a self-insurance program, in conjunction with excess coverage. The County maintains reserve funds within its self-insurance program that are deemed to be adequate by annual review by an independent actuary. This Certificate evidences the following:

**General Liability and Automobile Liability:** Risk is retained up to \$1,000,000 per occurrence and self-funded as described above. Excess coverage is provided through the PRISM Liability Pool Program II.

**Property Coverage:** The County is self-insured subject to an All Risk Deductible. Excess coverage is provided through PRISM risk sharing pool.

**Public Employee Dishonesty/Faithful Performance Bond:** Risk is retained and self-funded as described above up to \$2,500 per occurrence. Excess coverage is provided through PRISM JPA.

This letter confirms our intent to treat the above-named entities as *"Additional Insured"*. El Dorado's insurance shall be primary with respect to the Additional Insured. Any insurance held by the Additional Insured shall be in excess of El Dorado County's Self-Insurance and shall not contribute to the County's coverage.

Please do not hesitate to contact me at your convenience if you have any additional questions and/or concerns regarding this matter.

Michael Andersen, Risk Manager 



# REQ 236187 - El Dorado County Library 2022

Final Audit Report

2022-11-02

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|-----------------|--|
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