

For TCOE Office Use	
Vendor #	_____
Req. #	_____
PO #	_____
Contract #	<u>230308</u>

## AGENCY AGREEMENT

**THIS AGREEMENT**, is entered into between the **Tulare County Superintendent of Schools**, referred to as **SUPERINTENDENT** and **El Dorado County Behavioral Health - Substance Use Disorder Services**, referred to as **CONTRACTOR**.

**ACCORDINGLY, IT IS AGREED:**

1. **TERM:** This Agreement shall become effective as July 1, of 2022 and shall expire on June 30, 2023
2. **SERVICES:** CONTRACTOR shall provide services as set forth: (See attach Exhibit A for details. The Exhibit A is made part of this Agreement by reference.)
3. **COST OF SERVICES:** SUPERINTENDENT shall pay CONTRACTOR the sum of \$9,000. Payments will be made when evidence is provided that all deliverables have been complete.
4. **METHOD OF PAYMENT:**

A CONTRACTOR shall submit an invoice upon the completion of deliverables. CONTRACTOR shall send the invoice no later than July 15, 2023 by one of the three following methods:

MAIL: Tulare County Office of Education  
 California Friday Night Live Partnership  
 Attn: Azulie Wilson  
 6200 South Mooney Blvd., PO Box 5091  
 Visalia, California 93278-5091

EMAIL: azulie.wilson@tcoe.org

FAX: 559-737-4231

5. **INDEMNIFICATION:** SUPERINTENDENT and Contractor shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of SUPERINTENDENT or Contractor or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

6. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**CONTRACTOR**

Olivia Byron-Cooper, MPH  
Interim Director, Health and Human Services  
Agency El Dorado County Behavioral Health -  
Substance Use Disorder Services  
929 Spring St.  
Placerville, CA 95667

**SUPERINTENDENT**

Tim A. Hire, Superintendent  
Tulare County Superintendent of Schools  
Tulare County Office of Education  
P.O. Box 5091  
Visalia CA 93278-5091

By: \_\_\_\_\_

By:  \_\_\_\_\_

Date: \_\_\_\_\_

Date: 8/9/22 \_\_\_\_\_

TCOE Program Information

Contact Person and Phone No.: Lynne Goodwin  
Division: CFNLP  
Program Title:  
Budget Number: 010-58103-3-490000-400000-58000-00-9620

**Please return two original copies to:**

Tulare County Office of Education  
ATTN: Internal Business Services Secretary  
P.O. Box 5091  
Visalia, CA 93278-5091

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Salina Drennan, Alcohol & Drug Program Division Manager, Health and Human Services Agency, Behavioral Health Division, or successor.

# EXHIBIT A

## SCOPE OF SERVICES

### 1. RESPONSIBILITIES OF CONTRACTOR:

- Implement Friday Night Live (FNL) program(s): Friday Night Live (FNL) , Club Live (CL), Friday Night Live Kids (FNLK), and/or Friday Night Live Mentoring (FNLM) by supporting existing chapters and developing new chapters.
- Demonstrate efforts to become a Member in Good Standing (MIGS).
- Utilize the Primary Prevention SUD Data System (PPSDS), to report all FNL, CL, FNLK, FNLM.

### 2. RESPONSIBILITIES OF SUPERINTENDENT:

# EXHIBIT A

## FEE SCHEDULE

The contract total for services to be provided are estimated to be \$9,000, including travel or other expenses.

Payment will be made at the conclusion of the project year.