

MEMORANDUM OF UNDERSTANDING #413-O1211
El Dorado County Office of Education
Use of Facilities Agreement

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 El Dorado County Office of Education, whose principal place of business is 6767 Green Valley Road, Placerville, CA 95667 (hereinafter referred to as EDCOE);

RECITALS

WHEREAS, COUNTY on behalf of the Health and Human Services Agency (HHSA) has determined that it is necessary to obtain location(s) to provide various services including but not limited to mass prophylaxis dispensing, inoculation clinics, training events, public meetings or other similar services; and

WHEREAS, EDCOE has agreed to make reasonable efforts to provide suitable locations for various above-noted purposes; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State and local laws; and

WHEREAS, COUNTY has determined that the provision of these services by EDCOE is in the public's best interest, and that these services are more economically and feasibly performed by outside independent entity as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

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

Article I. SCOPE OF SERVICES

EDCOE agrees to be the liaison between HHSA and El Dorado County public schools to schedule school facilities upon HHSA's request in a timely manner at such places, on such days, at such times and for such durations as school districts and HHSA mutually agree. EDCOE commits to securing a facility to the best of their ability; all arrangements are subject to the final approval of the individual school districts.

Section 1.01 COUNTY agrees to:

- (a) Submit a written request to EDCOE two (2) weeks prior to the desired date of facility use; including which facility they are requesting, room(s) being requested (i.e. auditorium, classroom, etc.), parking and furniture needs.

- (b) Provide all personnel to administer inoculations, provide training or oversee public meetings.
- (c) Adhere to all school safety procedures including but not limited to providing sharps containers to properly dispose of needles; and remove/dispose of such containers at another location when the event has concluded.
- (d) Any hazardous material and/or spills shall be cleaned up by HHSA personnel; school staff will only be responsible for the normal clean-up of the facility.

Article II. TERM

This Agreement shall become effective upon final execution by both parties hereto and terminate upon notice being provided as set forth in Article V.

Article III. COMPENSATION

Section 3.01 HHSA shall reimburse any and all school districts for all reasonable and appropriate custodial, utility and other incidental costs incurred by school districts as a result of HHSA's use of school district property as a service location. Said costs shall not exceed those as would otherwise be calculated pursuant to the Civic Center Act, Education Code Section 38130 et seq. Total not-to-exceed amount shall be \$2,500 annually.

Section 3.02 Compensation for costs incurred by school district will be provided by COUNTY within forty-five (45) days following receipt and approval of properly documented invoice for each facility use.

Article IV. CONFIDENTIALITY COMPLIANCE

Both parties to this Agreement shall fully comply with all applicable legal requirements including but not limited to the Health Insurance Portability and Accountability Act (HIPAA).

Article V. TERMINATION

Either party hereto may terminate this MOU upon thirty (30) days written notice to the other.

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
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD, SUITE A
PLACERVILLE, CA 95667
ATTN: DANIEL NIELSON, MPA, DIRECTOR

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: VICKI L. BARBER, Ed.D. SUPERINTENDENT

or to such other location as EDCOE directs.

Article VII. INDEMNITY

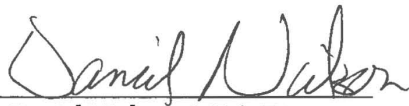
EDCOE shall indemnify, defend and hold harmless COUNTY, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of EDCOE, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them regardless of whether caused in part by a party indemnified hereunder.

COUNTY shall indemnify, defend and hold harmless EDCOE, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of COUNTY, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them regardless of whether caused in part by a party indemnified hereunder.

Article VIII. ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Joan Meis-Wilson, Assistant Director of Health Services, or successor.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

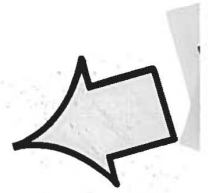
By:  Dated: 2-6-2012
Daniel Nielson, MPA, Director
Health and Human Services Agency

//
//
//
//

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

-- EL DORADO COUNTY OFFICE OF EDUCATION --

By:  Dated: 2/23/12
Vicki L. Barber, Ed.D. Superintendent
EDCOE



-- COUNTY OF EL DORADO --

By: _____ Dated: _____
John R. Knight, Chair
Board of Supervisors
COUNTY

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

Deputy

Date