

## **FUNDING OUT AGREEMENT #7939**

Pass Through Funding for El Dorado County Office of Education  
For El Dorado County Commission for Youth and Families Activities

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

### **R E C I T A L S**

**WHEREAS**, the County of El Dorado (hereinafter referred to as County), through its CAO, is responsible for the coordination of department activities to ensure the sound and effective management of County government;

**WHEREAS**, the County has been allocated funding from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program authorized under the American Rescue Plan Act of 2021 (ARPA), to address the impacts of Coronavirus and aid in recovery within the local communities;

**WHEREAS**, on December 17, 2019, the County Board of Supervisors adopted and authorized Resolution 236-2019 establishing the El Dorado County Commission for Youth and Families (hereinafter referred to as Commission) to improve outcomes for youth and families by providing coherent and effective support within the County;

**WHEREAS**, the Commission advises the County Board of Supervisors on issues relating to children and youth in the community, particularly vulnerable youth receiving services from County agencies or community-based organizations, and operates under the jurisdiction of the County Board of Supervisors and EDCOE;

**WHEREAS**, County CAO is a stakeholder in the Commission and the County Board of Supervisors has directed that the CAO allocate SLFRF funding and resources to the Commission to help improve outcomes for youth and families within the County;

**WHEREAS**, the funding provided herein to EDCOE will provide a valuable public service that will support the Commission’s efforts and increase its capabilities to support vulnerable youth populations in El Dorado County;

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

**WHEREAS**, County has determined that the provision of such services provided is with or among other governmental entities or agencies in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(e), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

**NOW, THEREFORE,** CAO and EDCOE mutually agree as follows:

## **ARTICLE I**

### **Use of Funds and Payment:**

- A. **Project Overview:** The Commission was established to serve as a countywide advisory commission to improve outcomes for youth and families by better-coordinating resources, data sharing, and improving communication to seamlessly support county families without gaps or duplication. The Commission's mission is to coordinate an integrated, transparent, and data-driven system of services for youth in the community and to encourage El Dorado County's public, nonprofit, and private agencies to work together to ease the burden of navigating across public agencies and community partners so that all youth have access to the social, emotional, educational, and/or health services they need in order to thrive.

The purpose of this Agreement is to establish the terms and conditions by which EDCOE and CAO shall collaborate and coordinate services to support youth clients being served by the Commission. In addition, this Agreement will outline the CAO's pass-through of awarded SLFRF to EDCOE to support the Commission's activities.

### **B. Use of Funds:**

1. With the use of these funds, EDCOE shall:
  - a) Furnish all personnel, equipment, office supplies, travel and other materials to provide a range of services to children, youth and families in the County, in particular youth clients, to help them access the social, emotional, educational, and/or health services they need while ensuring equitable recovery from COVID-19/SARS-CoV-2. Service delivery may include the planning, execution and evaluation of systems to ensure they are integrated, transparent, and data driven.
  - b) Provide program development and services aimed to improve outcomes for youth and families by providing coherent and effective support within the County of El Dorado.
  - c) Facilitate activities to ensure the Commission coordinates an integrated, transparent, and data-driven system of services so that all young people have access to the social, emotional, educational, and/or health services they need in order to thrive.
  - d) Evaluate the overall well-being of the County's youth by identifying gaps in services and developing recommendations for improvements and direct the Commission in its findings.
  - e) Encourage El Dorado County's public, nonprofit, and private agencies to work together to ease the burden of navigating across public agencies and community partners.
  - f) To accomplish these objectives, EDCOE will coordinate with the Commission and undertake the following additional areas of responsibilities:
    - a) Facilitate communication among all County of El Dorado agencies, community-based organizations, and other leaders;
    - b) Promote data and information-sharing among County agencies, community-based organizations, and other leaders in accordance with state and federal laws;
    - c) Facilitate operations of the Commission;
    - d) Evaluate the work of the Commission and its impact on youth clients and in the community;
    - e) Facilitate other directives referred by the County Board of Supervisors as related

- to the Commission and its mission; and
- f) Direct other matters of concern referred by the community or any other unnamed board, committee, or commission as related to the Commission.

2. **CAO Responsibilities**

To support EDCOE, the CAO will:

- a) Provide funding to support EDCOE to support the Commission’s activities as defined in this Article; and
- b) Collaborate with EDCOE on Commission related projects and efforts that have cross-departmental impacts, incorporating benchmarks and best practices to provide context to decisions, using data to inform discussions, and promoting efforts to creatively address service delivery.

3. **Mutual Responsibilities:**

- a) EDCOE and CAO mutually agree to provide a liaison to communicate and collaborate on projects and efforts that have a cross-departmental impact. Communications between CAO and EDCOE may be made in person, virtually, by telephone, or in writing; and
- b) EDCOE and CAO agree to provide information to designated liaisons regarding work hours and planned or unplanned absences.

4. **Project Objective:**

- a) To improve outcomes for youth and families by better-coordinating resources, data sharing, and improving communication to seamlessly support county families without gaps or duplication.

C. **Payment:** County agrees to advance funds to EDCOE, in the annual amount of \$50,000 per year to cover the first two (2) years of the Agreement, following final execution of this Agreement and within forty-five (45) days of payment request. The compensation for services shall not exceed two (2) annual payments during the term of the Agreement.

Grant funds cannot be transferred to any other program account for specific purposes other than the stated purpose of this grant. Unexpended grant funds shall be returned to the County within thirty (30) days after the termination of this Agreement.

1. **Notice to Proceed:** Prior to beginning any services detailed under this ARTICLE I, EDCOE shall obtain a written Notice to Proceed. County shall not pay for any services prior to the written Notice to Proceed.

2. **Invoices / Remittance**

**Invoices:** It is a requirement of this Agreement that EDCOE shall submit an original invoice, at a minimum of once on an annual basis to reflect actual costs. Copies of documentation attached to invoices shall reflect EDCOE’s charges for the specific services billed on those invoices.

Invoices / Remittance shall be addressed as indicated in the table below or to such other location as County may direct per the Article titled “Notice to Parties.”

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<p style="text-align: center;"> <a href="mailto:emma.owens@edcgov.us">emma.owens@edcgov.us</a>  and  <a href="mailto:procon@edcgov.us">procon@edcgov.us</a> </p>	<p style="text-align: center;"> County of El Dorado  Chief Administrative Office  330 Fair Lane  Placerville, California 95667   Attn.: Emma Owens  Principal Management Analyst </p>

or to such other location as CAO directs.

EDCOE shall keep and maintain all necessary records sufficient to properly and accurately reflect all costs claimed to have been incurred in order for County to properly audit all expenditures. County shall have access, at all reasonable times, to the records for the purpose of inspection, audit, and copying.

Funding shall not be used for political advocacy of any kind and shall not be used for individual person or business promotion or advertisement. Any person or business name mentioned in County-funded materials must be a sponsor or direct participant in the event of promotional effort. Any listing of service or product providers or co-sponsors must be inclusive. Any advertising space or time purchased by a person or business must be clearly and separately identified as paid advertising.

**ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by the parties hereto and shall expire on June 30, 2025.

**ARTICLE III**

**Maximum Obligation:** The maximum contractual obligation under this Agreement shall not exceed \$100,000.

**ARTICLE IV**

**Reconciliation of Funds:** At a minimum of once on an annual basis, County will compare the invoices submitted by EDCOE with funding disbursements granted to EDCOE and true up any difference in the following annual payment to ensure funds are spent by EDCOE.

**ARTICLE V**

**Federal Funding Notification:** An award/subaward or contract associated with a covered transaction may not be made to a subrecipient or contractor who has been identified as suspended or debarred from receiving federal funds. Additionally, counties must annually verify that the subrecipient and/or contractor remains in good standing with the federal government throughout the life of the agreement/contract.

Pursuant to 2 CFR 180.300(a), counties are required to fulfill their above-mentioned verification responsibilities using the federal System for Award Management (SAM). The federal SAM is an official website of the federal government through which counties can perform queries to identify

if a subrecipient or contractor is listed on the federal SAM excluded list and thus suspended or debarred from receiving federal funds.

- A. System for Award Management: EDCOE is required to obtain and maintain an active registration in the System for Award Management (SAM.gov). Noncompliance with this requirement shall result in corrective action, up to and including termination pursuant to the provisions contained herein this Agreement under the Article titled “Default, Termination, and Cancellation.”
1. EDCOE must register and maintain an "Active" status within SAM at <https://sam.gov/content/home>.
  2. If County cannot access or verify "Active" status, EDCOE must immediately update the information as required.
- B. Catalog of Federal Domestic Assistance: Pursuant to the Office of Management and Budget (OMB) Uniform Grants Guidance, all recipients and sub-recipients of federal funds must be provided the Catalog of Federal Domestic Assistance (CFDA) number at the time the contract is awarded. The following are CFDA numbers, award specific information, and program titles for programs administered by the County on behalf of California Department of the Treasury that may apply to this contract:

Federal Funding Information			
<b>Contractor:</b>	EDCOE		UEI #: VZ9VH8SQVRN9
<b>Award Term:</b>	Upon execution to June 30, 2025		EIN #:
<b>Total Federal Funds Obligated:</b> up to \$100,000			
Federal Award Information			
<b>CFDA Number</b>	<b>Federal Award ID Number (FAIN)</b>	<b>Federal Award Date / Agreement</b>	<b>Program Title</b>
21.027			Coronavirus State and Local Fiscal Recovery Fund
<b>Project Description:</b>	Funding pass through to support the El Dorado County Commission for Youth and Families activities		
<b>Awarding Agency:</b>	Department of the Treasury		
<b>Pass-through Entity</b>	County of El Dorado, Chief Administrative Office		
<b>Indirect Cost Rate or de minimus</b>	Indirect Cost Rate: _____	De minimus <input checked="" type="checkbox"/>	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Award is for Research and development.	

**ARTICLE VI**

**Lobbying Certification:** EDCOE, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of EDCOE, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, EDCOE shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 "Disclosure of Lobbying Activities" in accordance with its instructions. A copy of Form SF-LLL can be downloaded and completed at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **ARTICLE VII**

### **Audits, Compliance, and Monitoring:**

- A. EDCOE shall provide a copy of any audit to County within thirty (30) days of completion of said audit.
- B. Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Contractors receiving a Contract Monitoring Survey shall, within sixty (60) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey within the specified time period may result in the withholding of payment from the Contractor until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Contractor be deemed insufficient or inaccurate.
- C. All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.
- D. Upon notification of an exception or finding of non-compliance, the Contractor shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with the Article titled "Default, Termination, and Cancellation."
- E. Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.

## **ARTICLE VIII**

**Political Activity:** Pursuant to Government Code sections 54964, 54964.5, and 54964.6, EDCOE shall not expend or authorize the expenditure of any funds provided to it pursuant to this

Agreement, or use any property owned or funded in whole or in part by County, in support of any political activity including but not limited to support or opposition of a candidate for public office or any ballot measure.

## **ARTICLE IX**

### **Nondiscrimination:**

- A. Each party shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: County/EDCOE and their respective employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. County/EDCOE, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. County/EDCOE and their respective employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, County/EDCOE shall include these nondiscrimination and compliance provisions in any of its Agreements that affect or are related to the services performed herein.
- C. County/EDCOE signatures shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.
- D. EDCOE shall comply with Exhibit A, "Vendor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. EDCOE shall acknowledge compliance by signing and returning Exhibit A with this Agreement.

## **ARTICLE X**

**Taxes:** EDCOE certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by EDCOE to County. EDCOE agrees that it shall not default on any obligations to County during the term of this Agreement.

## **ARTICLE XI**

**Reports Required:** EDCOE shall keep and maintain all necessary records sufficient to properly and accurately reflect all costs claimed to have been incurred in accordance with this Agreement in order for County to properly audit all expenditures. County shall have access, at all reasonable times, to the records for the purpose of inspection, audit, and copying.

## **ARTICLE XII**

**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 XIII**

**Consultant to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and EDCOE, and EDCOE may perform similar work or services for others. However, EDCOE shall not enter into any Agreement with any other party, or provide any information in any manner to any other party, that would conflict with EDCOE's responsibilities or hinder EDCOE's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that Agreement or sharing of information.

### **ARTICLE XIV**

**Assignment And Delegation:** EDCOE is engaged by CAO for its unique qualifications and skills as well as those of its personnel. EDCOE shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

### **ARTICLE XV**

**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 XVI**

#### **Default, Termination, and Cancellation:**

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
  2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and EDCOE shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to EDCOE, the excess costs to procure from an alternate source.
2. County may require EDCOE to transfer title and deliver to County any completed work under the Agreement.



The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
  2. A representation or warranty made by EDCOE in this Agreement proves to have been false or misleading in any respect.
  3. EDCOE fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  4. A violation of the Article titled "Conflict of Interest."
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of EDCOE.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event EDCOE ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to EDCOE, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, EDCOE shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

## ARTICLE XVII

**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:

County of El Dorado  
Chief Administrative Office  
330 Fair Lane  
Placerville, California 95667

Attn.: Emma Owens  
Principal Management Analyst

With a copy to:

County of El Dorado  
Chief Administrative Office  
330 Fair Lane  
Placerville, California 95667

Attn.: Michele Weimer  
Procurement and Contracts Manager

or to such other location as County directs.

Notices to EDCOE shall be addressed as follows:

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

or to such other location as EDCOE directs.

#### **ARTICLE XVIII**

**Change Of Address:** In the event of a change in address for the parties' principal place of business, or Notices to Parties, the appropriate party shall notify the other party in writing pursuant to the provisions contained in this Agreement in ARTICLE XVII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by the receiving 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 XIX**

**Indemnity:** To the fullest extent permitted by law, each party shall defend at its own expense, indemnify, and hold the other party harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses 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 acts or omissions of the indemnifying party or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the other party, its officers and employees, or as expressly prescribed by statute. This duty of each party to indemnify and save the other party harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of EDCOE are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

#### **ARTICLE XX**

**Insurance:** EDCOE shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that EDCOE maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of EDCOE as required by law in the State of California.

- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the EDCOE in the performance of the Agreement.
- D. EDCOE shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- E. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- F. EDCOE agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, EDCOE agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and EDCOE agrees that no work or services shall be performed prior to the giving of such approval. In the event the EDCOE fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- G. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- H. The EDCOE's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the EDCOE's insurance and shall not contribute with it.
- I. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the EDCOE shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- J. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- K. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- L. EDCOE's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- M. In the event EDCOE cannot provide an occurrence policy, EDCOE shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

N. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

#### **ARTICLE XXI**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
- B. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, “cause that is beyond its control” includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

#### **ARTICLE XXII**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

#### **ARTICLE XXIII**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for EDCOE and performing work for County and who are considered to be a Consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County’s Conflict of Interest Code. County’s Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County’s Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

EDCOE covenants that during the term of this Agreement neither it, or any officer or employee of the EDCOE, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

If EDCOE becomes aware of a conflict of interest related to this Agreement, EDCOE shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled “Default, Termination and Cancellation.”

#### **ARTICLE XXIV**

**County Business License:** County’s Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. EDCOE warrants and represents that it shall comply with all of the requirements of County’s Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

#### **ARTICLE XXV**

**Licenses:** EDCOE hereby represents and warrants that EDCOE and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for EDCOE and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. EDCOE and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

#### **ARTICLE XXVI**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Emma Owens, Principal Management Analyst, Chief Administrative Office, or successor.

#### **ARTICLE XXVII**

**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 XXVIII**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

#### **ARTICLE XXIX**

**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 XXX**

**California Forum and Law:** 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 XXXI**

**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 XXXII**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement.

**ARTICLE XXXIII**

**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.

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

**-- COUNTY OF EL DORADO --**

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

Dated: \_\_\_\_\_

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

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

Dated: \_\_\_\_\_

Deputy Clerk

**-- EL DORADO COUNTY OFFICE OF EDUCATION --**

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

Dated: \_\_\_\_\_

Ed Manansala, Ed.D  
Superintendent  
"EDCOE"

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

Dated: \_\_\_\_\_

Wendy Frederickson  
Deputy Superintendent  
"EDCOE"