

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 nine sessions of a 10 week Friend, Family And Neighbor Education, Activity and Support Group across the five El Dorado County library branches. (Attachment I)

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 November 1, 2021 through June 30, 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 \$ 25,000 in accordance with the Project Budget (Attachment 2) 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 mid-year January 2022 and June 30, 2022 upon delivery of an invoice 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 Frederickson, Deputy Superintendent
6767 Green Valley Road
Placerville, CA 95667

For Contractor:

Carolyn Brooks, Director of Library Services
El Dorado County Library
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.

Wendy Frederickson
Deputy Superintendent
El Dorado County Office of Education

Date

CONTRACTOR

Carolyn Brooks
Director of Library Services
El Dorado County

Date



El Dorado County Library Friend Family and Neighbor Education, Activity and Support Groups Scope of Work for FY 2021-22

- 1) Outreach and Recruitment of Friend, Family and Neighbor Caregivers. Outreach will focus on Grandparents caring for grandchildren but also include other family/relative caregivers and neighbor caregivers.
- 2) Provide (9), ten-week sessions of a learning experience group focused on language and literacy development, importance of turn-taking interactions with young children, and social-emotional development.
 - a) Georgetown Library – 2 sessions
 - b) El Dorado Hills Library – 2 sessions
 - c) Cameron Park library – 2 sessions
 - d) Placerville Library – 2 sessions
 - e) South Lake Tahoe – 1 session
- 3) Sessions will serve a minimum of 4 adults and the child(ren) in their care
- 4) Provide material incentives for all participants
- 5) Connect caregivers to developmental screening
- 6) Collect and report data on each participant including name, address, ethnicity, home language, ages, home language and ethnicity of children for which they are providing care.

FY 2021-22
BUDGET TEMPLATE

Library	El Dorado County
Project Title	Early Learning in the Neighborhood (ELIN) – FFN/Grandparents Program

The budget should clearly identify the amounts requested and from what sources.

Budget Category	Requested EDCOE Grant Funds	Cash Match & In-Kind	Total
Salaries/Wages/Benefits			
Early Childhood Literacy Specialists (1 staff x 10 weeks x 9 programs x \$30/hr x 4.5 hrs=\$12,150)	\$12,150		\$12,150
Library Assistant (1 staff x 10 weeks x 9 programs x \$25/hr x 2 hrs=\$4,500)	\$4,500		\$4,500
Library Hub Lead (1 staff x 10 hrs/program x 9 programs x \$35/hr=\$3,150 Library match)	\$0	\$3,150	\$3,150
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
Subtotal	\$16,650	\$3,150	\$19,800
Description: LENA/PAT or similar curriculum will be utilized at programs. CP/EDH/PV/GT will run a 10 week program in the fall, 2021 and again in the spring, 2022. SLT will run one 10 week program during the same timeframe. The ECLS will plan and lead the programs, and the Library Assistant will provide support and childcare. The Library Hub Lead will coordinate the program.			
Consultant Fees			
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
Subtotal	\$0	\$0	\$0

Attachment 2 – Early Learning in the Neighborhood Budget

Description:

Budget Category	State Grant Funds	Cash Match & In-Kind	Total
Travel			
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
Subtotal	\$0	\$0	\$0

Description:

Supplies/Materials			
Educational Materials for FFN/Grandparents (9 programs x 10 weeks x \$90/event=\$8,100)	\$8,100	\$0	\$8,100
Social Emotional Learning Resources (9 programs x \$100/program = \$900 state library matching funds)	\$0	\$900	\$900
Food for FFN/Grandparent Programs (9 programs x 10 weeks x \$50/event=\$4,500 state library/Packard Foundation matching funds)	\$0	\$4,500	\$4,500
	\$0	\$0	\$0
	\$0	\$0	\$0

Attachment 2 – Early Learning in the Neighborhood Budget

	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
Subtotal	\$8,100	\$5,400	\$13,500
Description: Healthy meals will be served at each program and educational materials will be provided for each session.			
Budget Category	State Grant Funds	Cash Match & In-Kind	Total
Equipment (\$5,000 or more per unit)			
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
Subtotal	\$0	\$0	\$0
Description:			
Services			
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
Subtotal	\$0	\$0	\$0

Attachment 2 – Early Learning in the Neighborhood Budget

Description:

Project Total	\$0	\$0	\$0
Indirect Cost Rate Applied 0.0 % Indirect Cost	\$0	\$0	\$0
Check one: <input type="checkbox"/> No Indirect <input type="checkbox"/> State Negotiated Cost Rate* <input type="checkbox"/> Indirect proposed cost rate * please attach supporting documentation			
Description:			
Grand Total	\$24,750	\$8,550	\$33,300