

El Dorado County Office of Education

Support for El Dorado Commission for Youth and Families

AGREEMENT FOR SERVICES #8246

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California, Probation Department (hereinafter referred to as “Probation”), 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”).

RECITALS

WHEREAS, on December 17, 2019, the County of El Dorado 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, Probation is a stakeholder in the Commission and the Board has directed that Probation allocate funding 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, Probation and EDCOE mutually agree as follows:

ARTICLE I

Scope of Services:

A. **Project Overview:** The El Dorado County Commission for Youth and Families 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.

B. EDCOE responsibilities:

1. Furnish all personnel, equipment, office supplies, travel, and other materials to provide a range of services to children, youth, and families in the County. Service delivery may include the planning, execution, and evaluation of systems to ensure they are integrated, transparent, and data driven.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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 of El Dorado 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.

C. Probation Responsibilities:

1. Provide funding to EDCOE to support the Commission's activities as defined in this Article; and
2. 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.

D. Mutual Responsibilities:

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

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire on June 30, 2027.

ARTICLE III

Compensation for Services:

Following final execution of this Agreement and within forty-five (45) days of payment request, County agrees to annually advance funds to EDCOE in the following amounts:

- A. For Fiscal Year 2023-24 - \$50,000
- B. For Fiscal Year 2024-25 - \$50,000
- C. For Fiscal Year 2025-26 - \$25,000
- D. For Fiscal Year 2026-27 - \$25,000

Total amount of this Agreement shall not exceed \$150,000.00 inclusive of all costs, taxes, and expenses.

The compensation for services shall not exceed four (4) annual payments during the term of the Agreement.

Invoices/Remittance shall be addressed as indicated 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>
PB-Fiscal@edcgov.us	County of El Dorado Probation Department 3974 Durock Rd, Ste 205 Shingle Springs CA 95682 Attn.: Fiscal Unit

ARTICLE IV

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.

ARTICLE V

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 VI

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 VII

EDCOE 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 VIII

Confidentiality: EDCOE shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. EDCOE, and all EDCOE staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Contract Administrator for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE IX

Assignment And Delegation: EDCOE is engaged by Probation 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 X

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 XI

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. EDCOE is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. EDCOE exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by EDCOE. Those persons will be entirely and exclusively under the direction, supervision, and control of EDCOE.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which EDCOE performs the work or services for accomplishing the results. EDCOE understands and agrees that EDCOE lacks the authority to bind County or incur any obligations on behalf of County.

EDCOE, including any subcontractor or employees of EDCOE, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. EDCOE shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes EDCOE. EDCOE shall not be subject to the work schedules or vacation periods that apply to County employees.

EDCOE shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that EDCOE provides for its employees.

EDCOE acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE XII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIII

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 Agreement 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 XIV

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:

With a copy to:

County of El Dorado
Probation Department
3974 Durock Rd, Ste 205
Shingle Springs CA 95684

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

Attn.: Brian Richart
Chief Probation Officer

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 XV

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 XIV, 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 XVI

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.

ARTICLE XVII

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.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by EDCOE in the performance of the Agreement.

- D. In the event EDCOE is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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 EDCOE's insurance and shall not contribute with it.
- J. 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 EDCOE shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. 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.
- L. 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.
- M. EDCOE's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. 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.
- O. 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 XVIII

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 XIX

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 XX

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 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.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), EDCOE shall complete and sign the attached Exhibit A, marked “California Levine Act Statement,” incorporated herein and made by reference a part hereof, regarding campaign contributions by EDCOE, if any, to any officer of County.

ARTICLE XXI

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 XXII

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 XXIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Brian Richart, Chief Probation Officer, Probation Department, or successor.

ARTICLE XXIV

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 XXV

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 XXVI

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 XXVII

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 XXVIII

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 XXIX

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 XXX

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: _____
Board of Supervisors
"County"

Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- EL DORADO COUNTY OFFICE OF EDUCATION --

By: _____
Wendy Frederickson
Deputy Superintendent – Administrative Services
"EDCOE"

Dated: _____

El Dorado County Office of Education
Exhibit A
California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

Date

Signature of authorized individual

Type or write name of company

Type or write name of authorized individual