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2025-27

Yuba County Office of Education
Family Resource Center (FRC)
TERMS AND CONDITIONS

1. This Agreement is entered into between Sutter County Superintendent of Schools Office (SCSOS), Contractor, and Yuba County Office of Education, the Subcontractor.

2. Subcontractor Responsibilities: Subcontractor will provide Family Resource Center Services in accordance with the attached contract HD249027. The services and agreements to be provided by the Yuba County FRC on behalf of SCSOS are delineated in:

   Standard Contract HD249027 Exhibit A "Scope of Work: Contractor Responsibilities". July 2025 - June 2027. This document is incorporated by reference into this agreement as Attachments 1.

3. Term of Agreement: The term of this Agreement is from July 1, 2025, through June 30, 2027, and can be amended or earlier terminated as per the terms and conditions set form in HD219006. Funding each year is subject to State budget appropriations.

4. Contractor Responsibilities: The Contractor will serve as the fiscal agent for the administration of the FRC contract with the FRC Subcontractor.

5. Amendment: No amendment or variation of the terms of this contract shall be valid unless made in writing and signed by the parties. No oral understanding or Contract not incorporated in the Contract is binding on any of the parties.

6. Assignment: This Contract is not assignable by the Subcontractor, either in whole or in part, without the consent of the Contractor in the form of a formal written amendment.

7. Indemnification: The Subcontractor and Contractor shall each defend, hold harmless and indemnify the other party, its governing board, officers, administrators, agents, employees, independent Contractor, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs losses, damages, or expenses, including reasonable attorney's fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of facilities, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, agents, subcontractors, independent contractor, consultants, or other representatives.

8. Termination of Contract: The Contractor may terminate this Contract and be relieved of any payments should the FRC Coordinator, or Subcontractor authorized designee, terminate the Contract with the Contractor. The Contractor may terminate the contract should Subcontractor fail to perform the requirements of this Contract at the time and

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in the manner herein provided.

9. Independent Contractor: Subcontractor, and the agents and employees of Subcontractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Contractor or the State. The Subcontractor hereby agrees that it will be solely liable for all the Subcontractor's obligations under this contract, including but not limited to the performance of all of the Subcontractor's duties under the Scope of Work and all of Subcontractor's assurances contained within contract HD249027.

10. Timeliness: Time is of the essence in this contract.

11. Compensation: Contractor will compensate Subcontractor the maximum amount of $29,076.45 for service year 2025 – 2027, consistent with the budget contained within Contract HD249027.

12. Governing Law: The laws of the State of California shall govern the terms and conditions of this contract with venue in the county of Sutter.

13. Unenforceable Provision: In the event that any provision of this Contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Contract have full force and effect and shall not be affected thereby.

14. Dispute Resolution: The Subcontractor and Contractor agree that the following process will be used to address disputes on the implementation of the agreement only after collaborative efforts have been attempted at the lowest possible level,

a. The parties will name a mutually agreed upon administrator of a county department or agency (hereinafter "mediator" or "outside party") to assist in resolving disputes using a process of facilitated communication through nonbinding mediation.

b. A written notice of the request for dispute resolution, including a description of the concerns to be addressed, shall be forwarded by the aggrieved party initiating the dispute to the non-initiating party.

c. If the issue is not resolved within 5 business days, the aggrieved party initiating the dispute shall request that the outside party be contacted to schedule a meeting between the agencies.

d. No later than thirty (30) calendar days from the date mediator or outside party is contacted, a resolution plan between the parties will be developed.

e. The signatories of agreement shall be responsible for assuring the agreements included in the resolution plan are implemented.

f. The costs related to the use of this dispute resolution service shall be shared equally between the parties.

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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto:

Subcontractor's Name: Yuba County Office of Education FRC

Signed by:
Rob Gregor
FA422AE6E550442...

Name

4/7/2025
Date

Contractor's Name: Sutter County Superintendent of Schools

Signed by:
6B558F1CAFF84F6...

Name

4/8/2025
Date