

**Local Interagency Agreement Between
MARIN CENTER FOR INDEPENDENT LIVING (Marin CIL) AND SOLANO COUNTY SELPA**

DESCRIPTION: Agency Coordination and Mutual Support
CONTRACT NO. CN 0003-2024
BEGINS: July 1, 2024
ENDS: June 30, 2025
ADMINISTERING AGENCY: Solano County Special Education Local Plan Area

This is a local interagency agreement (“Agreement”) made and entered into on this 31st day of May 2024, between the Marin Center for Independent Living (Marin CIL) and its Matrix Parent Network Program and Solano County Special Education Local Plan Area (“Solano County SELPA”)¹, (collectively “Parties”).

RECITALS

Whereas, Marin CIL is a nonprofit organization partially funded by the US Department of Education, Office of Special Education Programs as a Parent Training and Information Center (PTI) serving Marin, Napa, Solano, and Sonoma Counties. Additionally, Marin CIL serves as the Family Empowerment Center and Family Resource Center for Marin, Solano, and Sonoma Counties.

Whereas Marin CIL services include helping families learn how to obtain appropriate education and services for their children with diverse abilities, work collaboratively to improve education results for all children, train and inform parents and professionals on a variety of topics, facilitate parent-professional collaborative activities, help resolve problems between families and schools or other agencies, connect families of children with diverse abilities to community resources that address their needs.

Whereas the Solano County SELPA is the intermediate special education agency, adopted by the local school district governing boards, to serve the geographic region of its constituent districts.

Whereas the Solano County SELPA serves the parents, students and staff of the member districts, provides alternative dispute services, supports the local Community Advisory Committee (CAC) in its advisory role in special education within the region, provides funding to support a no-cost independent child advocate to serve parents and families in the region and provides parent training and support.

Now, therefore, in consideration of the foregoing premises and intending to be legally bound hereby, the Parties agree the purpose of this Agreement is to strengthen the relationship between the Solano County SELPA and Marin CIL to achieve our mutual goals of providing

¹ *The following local educational agencies (“LEAs”) participate in the SELPA: Solano County Office of Education, Benicia Unified School District, Dixon Unified School District, Fairfield-Suisun Unified School District, Travis Unified School District, and Vacaville Unified School District.*

necessary supports to the parents and families of students with disabilities within the Solano County SELPA.

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AGREEMENT

1) SCOPE OF SERVICES AND RESPONSIBILITIES OF PARTIES:

Responsibilities of Parties shall be as follows:

	Special Education Local Plan Area	Marin CIL
Parent Training and Support		
A-1	<p>Solano County SELPA shall support the parent training provided by Marin CIL in A-1 by:</p> <ul style="list-style-type: none"> • Securing a location for the workshops or arranging a virtual meeting, as appropriate • Providing on-site staff to assist set-up, provide support during the training, and breakdown after the training • Advertise the Parent Workshops on the SELPA Website and distribute information 	<p>Marin CIL shall schedule at least three (3) parent training events per school year through a virtual platform.</p>
A-2	<p>Solano County SELPA shall provide at least three parent training events open to parents from the Solano County SELPA constituent districts.</p>	
A-3	<p>Solano County SELPA shall support the CAC on special education by maintaining a schedule of board meetings, providing meeting space and supporting the general operation of the CAC.</p>	
Referrals		
B-1	<p>Solano County SELPA shall refer parents to Marin CIL for support and assistance, as needed.</p>	<p>Marin CIL shall refer parents to Solano County SELPA or other non-profit/public agency supports for assistance, including advocacy and dispute resolution.</p>

	Special Education Local Plan Area	Marin CIL
B-2	Solano County SELPA and Marin CIL agree to make every reasonable effort to assist families and districts in resolving dispute at the lowest level and foster improved relationships between the parties.	

- 2) **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2024 through June 30, 2025. Notwithstanding the expiration of this agreement, the Parties will review this agreement annually on or before June 30th for the subsequent school year. Upon initial execution of this Agreement, the first annual review will be by June 30, 2025. Such a review will be memorialized in writing (see Appendix A for sample).
- 3) **DISPUTE RESOLUTION:** If the Parties fail to mutually agree on any matters under this Agreement or if either party believes the other has failed to satisfactorily perform or is otherwise in breach of this Agreement, an authorized representative of each Party shall meet and confer in an effort to resolve the dispute.
- 4) **AMENDMENTS:** This Agreement constitutes the entire agreement between the parties. Any amendments or changes to this Agreement shall be made in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties.
- 5) **FULL COOPERATION IN CONSUMMATING AGREEMENT:** Each Party to this Agreement shall cooperate fully in the execution of any and all other documents and the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- 6) **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, Marin CIL and Solano County SELPA are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between Solano County SELPA and Marin CIL, including their respective agents and employees. Marin CIL and Solano County SELPA agree neither agency nor its agents and employees have any rights, entitlement or claim against the other for any type of employment benefits or workers' compensation or other programs afforded to the other party's employees.
 - a) Each party shall be responsible for its applicable state and federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California state laws.
- 7) **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:**
 - a) Marin CIL agrees to indemnify, defend, and hold harmless Solano County SELPA and Solano County SELPA's employees, agents, and elective and appointive boards from and against any and all claims, suits, losses, damages and liability, including costs and attorney's fees, arising out of negligent or intentional acts or omissions of Marin CIL, its employees or agents.
 - b) Solano County SELPA agrees to indemnify, defend, and hold harmless Marin CIL , its employees, agents and elective and appointive boards from and against any and all claims, suits, losses, damages, and liabilities, including costs and attorney's fees,

arising out of negligent or intentional acts or omissions of Solano County SELPA, its employees or agents.

- c) This indemnification shall extend to claims, suits, losses, damages, injury, and liability for injuries occurring after completion of either party's services, as well as during the progress of rendering such services. Acceptance of insurance required by this Agreement does not relieve the Parties from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Marin CIL's or Solano County SELPA's operations, regardless if any insurance is applicable or not.

8) **CONFLICT OF INTEREST:** Marin CIL attests that it has no current business or financial relationship with any Solano County SELPA employees or other Solano County SELPA providers that would conflict with this Agreement and will not enter into any such business or financial relationship with any such employees during or following the period of this Agreement.

9) **NONDISCRIMINATION:** During the performance of this Agreement, Marin CIL and Solano County SELPA shall each comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

10) **THIRD PARTY RIGHTS:** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Solano County SELPA and Marin CIL.

11) **CONFIDENTIALITY:** The Parties agree to maintain confidentiality of information and records as required by applicable federal, state and local laws, regulations and rules, and further agree to mutually hold the other party harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.

- a) The Parties agree, to the extent required by the Family Educational Rights and Privacy Act (FERPA), including but not limited to Title 20, United States Code, Section 1232g et seq. and its implementing regulations (including but not limited to Title 34, Code of Federal Regulations (CFR), Part 99) to comply with applicable requirements of law and subsequent amendments relating to protected student education records, as well as any task or activity the Solano County SELPA or Marin CIL performs on behalf of each other, to the extent the Solano County SELPA or their LEAs would be required to comply with such requirements.
- b) More specifically, the Parties will not use or disclose confidential information other than as permitted or required by this Agreement and will notify each other of any discovered instances of breaches of confidentiality.
- c) The Parties shall ensure that any subcontractors' agents receiving health information or education records related to this Agreement agree to the same

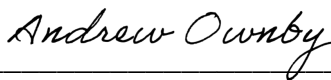
restrictions and conditions that apply to each of them with respect to such Information.

- 12) **SEVERABILITY:** The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
- 13) **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of Solano County SELPA and Marin CIL with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party which is not contained in this Agreement shall be binding or valid.
- 14) **VENUE AND JURISDICTION:** The parties enter into this Agreement in the County of Solano, State of California, and agree to comply with all applicable laws and regulations therein. Venue is the County of Solano for litigation purposes.
- 15) **SIGNATURES IN COUNTERPARTS:** This Agreement may be signed in counterparts such that signatures appear on separate signature pages. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. The Parties agree that faxed signatures are binding for this Agreement.
- 16) **TERMINATION OF AGREEMENT:** At any time with or without cause, either Solano County SELPA or Marin CIL shall have the right, in their sole discretion, to terminate the Agreement by giving thirty (30) days written notice to the other Party.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

SOLANO COUNTY SELPA

Marin CIL



Andrew Ownby
Assistant Superintendent

Eli Gelardin
Chief Executive Officer

Date: 5/31/2024

Date: 5/31/2024