

ORIGINAL

AGREEMENT FOR SERVICES #099-S0811

University Agreement #EW-2007-08

Training Services Agreement

THIS AGREEMENT made and entered by and between the Regents of the University of California (hereinafter referred to as "University"), on behalf of its Davis campus UC Davis Extension and the County of El Dorado (hereinafter referred to as "User").

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a human and social services training program ("Program,") and

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (Exhibit B, attached);

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.
 - a. Limit on attendance. No more than thirty (30) persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class. If User reschedules or cancels any training class within ten (10) calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term. The term of this Agreement shall be October 1, 2007 through June 30, 2008. All courses must be completed by June 30, 2008.
3. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
4. Alteration, Amendment. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing, and signed by both parties.
5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within 30 days may be deemed a material breach of this Agreement and good cause for termination.

6. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
7. Insurance. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - 1) Bodily injury
 - a) Per person \$250,000
 - b) Per accident \$500,000
 - 2) Property damage \$50,000
 - c. Workers Compensation insurance in accordance with California state law.

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

8. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this Agreement in accordance with Welfare and Institution Code Section 10850.
9. Use of University name. User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.
10. Relationship of parties. It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the parties.
11. Notice addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

University:
Financial Services
University Extension
1333 Research Park Drive
Davis, CA 95618

County:
El Dorado
Dept. of Human Services
3057 Briw Road
Placerville, CA 95667

Additional University:
Center for Human Services
UC Davis Extension
1632 DaVinci Ct
Davis, CA 95618

Contract Administrator. The County Officer or employee with responsibility for administering this Agreement is Doug Nowka, Interim Director, Department of Human Services, or successor.

12. Force majeure. In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.
14. Nondiscrimination. University agrees not to discriminate in the provision of service under this Agreement on the basis of race; color; religion; marital status; national origin; ancestry; sex; sexual orientation; physical or mental handicap; medical condition; political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.

15. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
16. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
18. Severability of Terms. In the event of any conflict between any provisions of this Agreement and any applicable law, rule or regulation, this Agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the Agreement shall remain unchanged and in full force and effect.
19. Governing law. The laws of the State of California shall govern this Agreement.
20. Integrated Agreement. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written Agreements regarding such subject matter.

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REQUESTING CONTRACT ADMINISTRATOR/DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 9/20/07
Doug Nowka
Interim Director
Department of Human Services

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

COUNTY OF EL DORADO

By 
Name Dennis Pendleton
Title Dean, UC Davis Extension
Date 9/14/07
FEIN: 94-6036494

By _____
Name _____
Title Chairman, Board of Supervisors
Date _____

ATTEST:
Cindy Keck, Clerk
Of the Board of Supervisors

By _____
Title Deputy Clerk
Date _____

EXHIBIT A
TRAINING PROGRAM

1. Training. Eighteen (18) days of training in the subject areas selected by the agency from the UC Davis Extension curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra charges may apply.)
 - g. Off-site coordination of training.
 - h. Food and non-alcoholic beverages when requested by the User in writing. (Extra charges may apply.)
 - i. Any other items when requested by the User in writing and approved by University. (Extra charges may apply.)
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Total cost of training under this Agreement is	\$61,200.00
University's in-kind contribution	\$9,180.00
User's share of cost	\$52,020.00

EXHIBIT B

USER'S GOALS AND OBJECTIVES

The Social Services Division of the El Dorado County Department of Human Services utilizes a contract with UCD to meet the training goal of providing quality training to staff. UCD training is used to provide mandated Civil Rights training, Eligibility and Employment and Training as determined by program managers and supervisors based on audits and quality assurance need, and possibly for Adult Protective Services and fiscal issues. The department's objectives in utilizing UCD are as follows:

1. To provide staff with program training not available at a local level.
2. To provide staff with access to professional trainers skilled in adult learning techniques.
3. To efficiently utilize available Federal and State funding options.