



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-13926

Upon motion of Supervisor Salinas, seconded by Supervisor Adams and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Director of the Department of Social Services to sign an agreement with the Regents of the University of California, Davis Extension for \$233,325 for the provision of staff training for the period July 1, 2018 through June 30, 2019, including non-standard mutual indemnity; and
- b. Authorized the Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$23,332) of the original contract amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 22nd day of May 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams

NOES: None

ABSENT: None

I, Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting May 22, 2018.

Dated: June 7, 2018
File ID: A 18-154

Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors
County of Monterey, State of California

By _____

Deputy

ORIGINAL



UC DAVIS EXTENSION
www.extension.ucdavis.edu

1333 RESEARCH PARK DRIVE
DAVIS, CALIFORNIA 95618-4852

Agreement #GENT-2018-22

Training Services Agreement

This Agreement is made this 8th day of June, 2018 by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Extension and MONTEREY COUNTY ("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, if 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 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 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 from July 1, 2018 through June 30, 2019. All courses must be completed by June 30, 2019.
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 thirty 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 \$1,000,000
 - b) Per accident \$1,000,000
 - 2) Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).

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 all Federal, State and local laws, including but not limited to 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.

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.

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

MONTEREY COUNTY

By [Signature]
 Name
 Title

By [Signature]
 Name
 Title

Date 3/28/2018

Date 6/8/18

FEIN: 94-6036494

Handwritten:
 AB
 AB Breneman
 Dep. CEO
 4-30-18

Reviewed as to fiscal provisions
[Signature]
 Auditor-Controller
 County of Monterey 4-30-18

EXHIBIT A

TRAINING PROGRAM

1. 61.00 Unit(s) 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. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - g. Any other items when requested by the User in writing and approved by the University. (Extra training units may be charged..)
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	\$259,250.00
University's in-kind contribution	\$ 25,925.00
User's share of cost	\$233,325.00

Special classes, workshops, leadership classes offered by UC Davis and customization of classes listed in the UC Davis catalog may consume additional unit of training at increments of .25 or .10 of one unit of training.

EXHIBIT B

USER'S GOALS AND OBJECTIVES

The cost of one unit of training which is equivalent to one full day of training is \$4,250. The University in-kind contribution is \$425. The total cost to the County for one training unit is \$3,825. Service delivery is provided on-site to the County as classroom instruction or on-site consultation services.

UC Davis Extension will provide the Aging and CalWORKS Employment Services, Community Benefits, Administrative Services and Human Resources Branches with a total of sixty-one (61) units (days) of training to enhance worker skills essential for providing quality customer service to the community. The specific topics will be determined at a later time.