

**UNIVERSITY SERVICES AGREEMENT**  
(County of Lake)

THIS AGREEMENT is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (University), on behalf of its Davis Limnology Lab (the Facility) and COUNTY OF LAKE (County).

R E C I T A L S

WHEREAS, The Facility has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, the services of the Facility may be extended to non-University users (including, when permitted by University policy, University students, faculty, and staff requesting such services for their personal use) only when, in the sole judgment of University, such action will serve purposes consistent with University's objectives and will not adversely affect the conduct of University activities; and

WHEREAS, the services requested by County have been determined to serve purposes consistent with University objectives and their provision to County not to adversely affect the conduct of University activities; and

WHEREAS, County has determined that the services in question cannot be adequately performed by other agencies or commercial firms; and

NOW, THEREFORE, University shall furnish the following services to County.

T E R M S   A N D   C O N D I T I O N S

1. Services. University shall provide analysis to the County of up to 600 sediment core phosphorus analyses and 249 sediment core nitrogen analyses of County's lake and stream samples from varying depths. Samples to be collected and shipped by the County to the University. Deliverables shall consist of a digital spreadsheet containing a quality assured data which shall be sent by the University to the County via e-mail. Additional work shall be performed only if authorized in advance by written amendment to this agreement executed by both parties.
2. Priority of University work. University work always has priority over work to be performed for non-University users.
3. Term. The term of this agreement shall begin October 1, 2017 and end October 31, 2020.
4. Payment. Fees for services by Facility shall be based upon Facility's most recent approved rate of \$35.00 per analysis for 600 sediment core Phosphorus analyses and \$87.00 per analysis for 249 sediment core nitrogen analyses. The total cost of services shall not exceed \$42,663.00. Facility will provide County 30 days' written notice of any proposed rate change and an option to amend or terminate the agreement. County shall pay for services within 30

days of County's receipt of University's invoice. Facility reserves the right to suspend performance of services if County fails to make payment in full within 60 days.

5. Indemnification and Insurance. The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from 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, students, or employees.

5.1. Evidence of Insurance. Upon request, both parties shall provide each other with written evidence of insurance coverage relevant to the presence or activity of party, its officers, agents, and employees while in, on or about either party's property. In the event coverage is not acceptable to either party, parties shall have the right to immediately suspend services. If either party fails to provide acceptable insurance within 10 days after written notice, either party may terminate this agreement.

5.2. Patent Infringement. County shall indemnify University, its agents and employees, against all liability (including costs and expenses incurred) for use of any invention or discovery and for the infringement of any Letter Patent (not including liability arising pursuant to U.S. Code section 183, Title 35 (1952) prior to the issuance of Letters Patent) occurring during the performance of this agreement and resulting from County's request or instruction that the Facility utilize any device, method, or technique not normally utilized by the Facility.

6. Non-Liability of University.

6.1. Consequential Damages. University shall not be liable for any loss of profits, claims against County by any third party, or consequential damages.

6.2. Delay/Desired Result. University shall incur no liability to County or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform services, or failure to achieve a desired result.

6.3. Property Damage. University shall incur no liability to County or to any third party for loss or destruction of or damage to any materials to be sampled, assayed, or tested, data, equipment, or other property brought upon University premises by County or delivered to University by County in connection with this agreement. County accepts all liability for risk of loss to any and all such property.

6.4. Liability Limitation. University's liability for damages shall not exceed the total of all charges paid by County.

7. Confidential Information. During the course of this agreement, County may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, County shall submit confirmation in writing within five days of such disclosure.

7.1. University's Obligation. University shall treat County's Confidential Information in the same manner as University treats its own similar information. Upon County's

written request, University shall use reasonable means to protect County's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by County. Should such protection occur, any related costs shall be borne by County. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.

- 7.2. Exempt Information. Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to County that Confidential Information is being sought by a third party, to afford County an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at County's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon County's request, University agrees to cease using all Confidential Information and to return it promptly to County.
- 7.3. Time Limitation. University shall not divulge County's Confidential Information for a period of three years following termination of this agreement, or earlier if County makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.
- 7.4. Disposition of Confidential Information. Upon completion of services or termination of this agreement, by County's written request, University shall return any Confidential Information. Absent such request, Facility shall destroy or dispose of it according to its established procedures.
8. Disclaimer of Warranty. UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY COUNTY FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Shipment of Restricted Materials. In the event that County will be providing materials to be sampled, assayed, or used by University in providing Services hereunder whose shipment would require authorization or permits from governmental authorities (including return of any such materials to County following completion of Services or termination of this agreement), application for such authorization or permit shall be solely at County's initiative, risk, cost, and expense.
10. University's Right to Use Data. University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the services described in Exhibit A. Upon written request, University agrees to submit a copy of any proposed publication to Sponsor and allow Sponsor a 30 day period in which to review each publication for confidentiality purposes and to

identify any inadvertent disclosures of Sponsor's Confidential Information. If necessary to permit the preparation and filing of United States patent applications, University may agree, in its sole discretion, to an additional delay period not exceeding 30 days.

11. Use of University's Name. County shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
12. Termination. University may terminate this agreement at any time by giving County 30 calendar days' written notice of such action.
13. Notices. Notices shall be directed to the appropriate parties at the following addresses:

- 13.1. Regarding Contract. Correspondence or inquiries regarding contractual matters shall be directed to the appropriate party at the following addresses:

UNIVERSITY  
Erin Losado  
Business & Revenue Contracts  
University of California, Davis  
One Shields Avenue  
Davis, CA 95616  
E-mail: [enlosado@ucdavis.edu](mailto:enlosado@ucdavis.edu)

COUNTY  
Jennifer Thorup  
County of Lake  
Water Resources Department  
255 N. Forbes Street  
Lakeport, CA 95453  
E-mail: [jennifer.thorup@lakecounty.ca.gov](mailto:jennifer.thorup@lakecounty.ca.gov)

- 13.2. Regarding Program/Work. Correspondence or inquiries regarding the substance and progress of work to be performed, or payment for services should be directed to the following addresses:

Corina Lopez  
Env. Sci & Pol.  
University of California  
One Shields Avenue  
Davis, CA 95616

Telephone: (530) 752-3558  
E-mail: [corlopez@ucdavis.edu](mailto:corlopez@ucdavis.edu)

14. Attorneys' Fees. If any action at law or equity is brought to enforce or interpret the terms of this agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.
15. Relationship of the Parties. The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or County of the other in their relationship under this agreement.
16. Governing Law. This agreement shall be construed pursuant to California law.
17. Amendment. No change in any term or condition of this agreement shall become effective unless by amendment in writing signed by both parties.
18. Severability. If a provision of this agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the agreement or of any portion of the invalidated provision remains legal, valid, or enforceable.

19. Entire Agreement. The terms of County's addendum or purchase order shall have no effect on the terms and conditions of this agreement. This agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

COUNTY OF LAKE

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

By: \_\_\_\_\_  
CHAIR, Board of Supervisors

By: \_\_\_\_\_

Kelly Gilmore  
Associate Director  
Procurement & Contracting Services  
UC Davis Contracting Services

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:  
CAROL J. HUCHINGSON  
Clerk to the Board of Supervisors  
By: \_\_\_\_\_

APPROVED AS TO FORM:  
ANITA L. GRANT  
County Counsel  
By: \_\_\_\_\_

