

UNIVERSITY OF CALIFORNIA, DAVIS

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SANTA BARBARA • SANTA CRUZ

DIVISION OF CONTINUING AND PROFESSIONAL EDUCATION
CPE.UCDAVIS.EDU

1333 RESEARCH PARK DRIVE
DAVIS, CA 95618-4852

Agreement ^{POC} ~~PCOR~~-2019-LKC01
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Agreement for Services
UC Davis Continuing and Professional Education

This Agreement is made this 16th day of August, 2019, by and between The Regents of the University of California, a California corporation ("University") acting for and on behalf of the Davis campus UC Davis Continuing and Professional Education and the County of Lake, through its Department of Social Services. ("Client.")

TERMS AND CONDITIONS

1. Definition Of Service. Services of University's Peer Review, County Self-Assessment will be furnished to Client only for the purposes stated in the Exhibit A, attached. Additional work will be performed only if authorized in advance by written amendment to this agreement executed by both parties.
2. Term. The term of this agreement shall be from October 1, 2019 through November 30, 2020.
3. Termination. This agreement shall be subject to termination by either party at any time, upon 30 days written notice to the other party.

4. Contacts & Notice. Any notice, request, or inquiry regarding the provisions of this agreement, its termination, or similar matters shall be directed to the following addresses:

University:

Financial Services
UC Davis Continuing and
Professional Education
1333 Research Park Drive
Davis, California 95618
(530) 757-8669

Client:

Amber Davis
Lake County Department of Social
Services
P.O. Box 9000
Lower Lake, CA 95457
(707) 262-4545

Questions about the services should be directed to:

University:

Center for Human Services
UC Davis Continuing and
Professional Education
1632 DaVinci Ct
Davis, CA 95618

5. 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.

6. Rates. Charges for services rendered under this agreement shall be in accordance with Exhibit A.
7. Payment Of Charges. Client shall pay for services rendered by University within thirty (30) days following receipt of University's invoices. University shall have the right to terminate this agreement without notice if Client fails to pay charges for services rendered hereunder within sixty (60) days following Client's receipt of University's invoice. Client shall pay University for all services rendered up to the date of termination of this agreement, regardless of the reason for termination.
8. Disclaimer Of Warranty. UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY THE CLIENT FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS.
9. Non-Liability Of University.
 - A. University shall not be liable, by reason of its performance, delay in performance, or nonperformance under this agreement, for any loss of profits or revenues, claims against Client by any third party, or special, incidental, indirect, punitive or consequential damages, even if foreseeable or if University is advised of the possibility of such loss, claims, or damages. Client agrees that University's liability hereunder for damages, regardless of the form of action, shall not exceed the total of all charges paid by Client for the particular services rendered.
 - B. University shall incur no liability to Client or to any third party for loss or destruction of or damage to any data, equipment, or other property brought upon University premises by Client or delivered to University by Client in connection with this agreement. Client accepts all liability for risk of loss to any and all such property.
10. Indemnification And Insurance Of Client. Each party agrees to indemnify and hold harmless the other party, its officers, employees and agents, from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages arising out of or in connection with this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's 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.
11. Confidentiality Of Information. University shall use its best efforts, consistent with its established policies and procedures, to protect the confidentiality of any information furnished to it by Client in connection with this agreement and designated by Client, in writing, as confidential. Client agrees to reimburse University in full for any costs it may

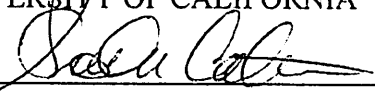
incur in order to protect information, in accordance with Client's request, by means not normally employed by the University for that purpose; Client understands and agrees, however, that University shall have no obligation to comply with any such request of Client.

12. University Name. No form of University's name shall be used in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.
13. 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 sponsor of the other in their relationship under this agreement.
14. Time Limit For Action. No action, regardless of form, arising from transactions under this agreement may be brought by either party more than one year after the cause of action has accrued.
15. 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.
16. Governing Law. This agreement shall be construed and enforced in accordance with the laws of the State of California; parties agree to resort solely to the courts of the State of California for any relief under this agreement.
17. Whole Agreement. This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

In witness whereof, the parties have executed this agreement on the day and year first written above.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

COUNTY OF LAKE

By: 

By: _____

Name: Susan Catron, MPPA, EdD
Dean
UC Davis Continuing and
Professional Education

CHAIR, Board of Supervisors

Date: 8-19-19

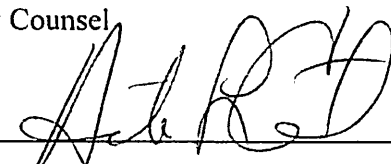
Date: _____

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

APPROVED AS TO FORM:
ANITA L. GRANT

By: _____

County Counsel

By: 

FEIN: 94-6036494

Exhibit A
Work Description And Estimate

1. University will provide the following:

- a. Provide technical assistance in preparation and facilitation of a County Peer Review; participate in planning meetings on-site or by conference call as scheduled.
- b. Provide support and facilitation for a 1 day County Self -Assessment community Stakeholder meeting.
- c. Provide support and facilitation for a 1 day SIP Meeting.
- d. Coordinate all logistical needs related to the peer review; reserve venue, provide supplies and materials, provide A/V needs and arrange catering.
- e. Coordinate all logistical needs related to the 1 day County Self -Assessment community Stakeholder meetings; reserve venue, provide supplies and materials, provide A/V needs and arrange catering (one each in north and south county).
- f. Provide travel reimbursement for peer county staff members participating on interview teams. Original Itemized receipts for all travel and reimbursable expenses are required
- g. Review and compile data from peer interviews and focus groups and submit to County.
- h. Research and provide county demographic information.
- i. Provide technical assistance and support for the development of the CSA report. Create structure for writing the CSA report (timeline of sections with to-do lists); manage the report draft and edit for inclusion of all CSA required sections, assist in writing the draft and final draft CSA report based on information obtained from County staff; incorporate feedback and changes from planning committee and Leadership.
- j. Structure for writing the SIP report (timeline of sections with to-do lists); manage the report draft and edit for inclusion of all CSA required sections, assist in writing the draft and final draft SIP report based on information obtained from completed CSA and County staff; incorporate feedback and changes from planning committee and Leadership.

2. Client will provide the following:

- a. Client shall participate in conference calls with state consultants and University experts

- b. Client shall identify and make designated staff available to participate in the Peer Review process prior to the event and during the event.
 - c. Client will coordinate all Peer Review related logistical requirements through University.
 - d. Client will gather information and provide analysis for all required sections of the CSA and SIP, review required CSA sections and provide input and data as needed, review and revise drafts of CSA document that are submitted to CDSS
 - e. Client will cooperate with University's subject matter experts.
3. Total cost under this Service Agreement: \$ 39,500