

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and the Regents of the University of California, having its principal place of business at 1111 Franklin Street, Oakland, CA 94607, on behalf of its division of Agriculture and Natural Resources, University of California Cooperative Extension, 2156 Sierra Way, Suite C, San Luis Obispo, CA 93401 (hereafter UNIVERSITY) wherein UNIVERSITY agrees to provide and COUNTY agrees to accept the services specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** Michael Brown at phone number 805-568-3400 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Barbara Allen-Diaz at phone number 510-987-9359 is the authorized representative for UNIVERSITY. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Michael Brown, County Executive Officer
105 East Anapamu Street, Santa Barbara, CA 93101

To UNIVERSITY: Barbara Allen-Diaz, Associate Vice President, Academic Programs and
Strategic Initiatives
1111 Franklin Street, Oakland, CA 94607

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** UNIVERSITY agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** UNIVERSITY shall commence performance on July 1, 2010 and end performance upon completion, but no later than June 30, 2011 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** UNIVERSITY shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** UNIVERSITY shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. UNIVERSITY understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** UNIVERSITY represents that it, and its Advisors, and related personnel, have the skills, expertise, and licenses/permits necessary to perform the services

required under this Agreement. Accordingly, UNIVERSITY, and its Advisors and related personnel, shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which UNIVERSITY is engaged. All products of whatsoever nature, which UNIVERSITY and its Advisors and related personnel, deliver to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in UNIVERSITY's profession. Permits and/or licenses shall be obtained and maintained by UNIVERSITY, and its Advisors and related personnel, without additional compensation.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on UNIVERSITY's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, UNIVERSITY agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** UNIVERSITY covenants that UNIVERSITY presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. UNIVERSITY agrees to make reasonable efforts to assure that no person having any such interest shall be assigned by UNIVERSITY to perform services under this Agreement.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by UNIVERSITY in performing the services provided herein.

11. **RECORDS, AUDIT, AND REVIEW.** UNIVERSITY shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of UNIVERSITY's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during UNIVERSITY's regular business hours or upon reasonable notice.

12. **INDEMNIFICATION AND INSURANCE.** UNIVERSITY shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

13. **NONDISCRIMINATION.** COUNTY hereby notifies UNIVERSITY that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and UNIVERSITY agrees to comply with said ordinance.

14. **NONEXCLUSIVE AGREEMENT.** UNIVERSITY understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by UNIVERSITY as the COUNTY desires.

15. **ASSIGNMENT.** UNIVERSITY shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

16. **TERMINATION.**

A. **By COUNTY.**

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, UNIVERSITY shall (unless the notice directs otherwise) promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay UNIVERSITY, for services performed to the date of termination, a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall UNIVERSITY be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. UNIVERSITY shall furnish to COUNTY such financial information as in the judgment of COUNTY, reasonably exercised, is necessary to determine the reasonable value of the services rendered by UNIVERSITY. In the event of a dispute as to the reasonable value of the services rendered by UNIVERSITY, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

2. For Cause. Should UNIVERSITY default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by thirty (30) days written notice.

B. By CONTRACTOR

1. For Convenience. UNIVERSITY may terminate this Agreement upon thirty (30) days written notice.

2. For Cause. Should COUNTY default in the performance of this Agreement or materially breach any of its provisions, including failing to pay UNIVERSITY all or any part of the payment set forth in EXHIBIT B, UNIVERSITY may, at UNIVERSITY's sole option, terminate this Agreement by thirty (30) days written notice; provided, however, that if such termination is based on COUNTY's failure to pay UNIVERSITY, or to pay UNIVERSITY in a timely manner, such termination shall not be effective if COUNTY, within thirty (30) days following written notice of termination, submits payment to UNIVERSITY.

17. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

18. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

19. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

20. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

21. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

22. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

23. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

24. **COMPLIANCE WITH LAW.** UNIVERSITY shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of UNIVERSITY in any action or proceeding against UNIVERSITY, whether COUNTY be a party thereto or not, that UNIVERSITY has violated any such ordinance or statute, shall be conclusive of that fact as between UNIVERSITY and COUNTY.

25. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

26. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

27. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, UNIVERSITY hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which UNIVERSITY is obligated, which breach would have a material effect hereon.

28. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

29. **DISPUTE RESOLUTION** Should any dispute or conflict between the parties arise out of the performance of this Agreement, representatives of each of the parties, at an administrative level no lower than Associate Vice President, Academic Programs and Strategic Initiatives (for UNIVERSITY) and Chief Executive Officer (for COUNTY), shall meet and confer and make a good faith, reasonable effort to resolve the dispute or conflict.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **The Regents of the University of California**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____
Chair, Board of Supervisors

By: _____
Barbara Allen-Diaz, Associate Vice President
Academic Programs and Strategic Initiatives

Date: _____

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

REVIEWED AND RECOMMENDED:

By: _____
Deputy

By: _____
Richard P. Enfield
Cooperative Extension County Director, San Luis Obispo County

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

REVIEWED AND RECOMMENDED:

By: _____
Deputy County Counsel

By: _____
Rose Hayden-Smith
Cooperative Extension County Director, Ventura County

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

Tax ID Number: _____

By: _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO,
RISK PROGRAM ADMINISTRATOR

By: _____
Risk Program Administrator

EXHIBIT A

STATEMENT OF WORK

I. BACKGROUND

- A. The State of California Education Code Section 32330 provides for the appropriation of County funds by the County Boards of Supervisors for the support of Cooperative Extension work in Agriculture and Natural Resources for the benefit of the COUNTY and in cooperation with the UNIVERSITY.
- B. Pursuant to Section 32330, and at the request of the COUNTY, a Cooperative Extension office was established in Santa Barbara County on July 5, 1927. With the COUNTY'S support, the UNIVERSITY has served the people of Santa Barbara continuously since that time.
- C. Currently, the COUNTY provides funding for office space, administrative support staff (one full-time County employee classified as an Administrative Office Professional), services and supplies and other charges including reprographics, motor pool charges and telephone services.

II. REVISED METHOD OF SERVICE DELIVERY

Beginning with the term of this Agreement, UNIVERSITY will implement a regional approach to providing the services listed below to Santa Barbara County. The Advisor currently working in Santa Barbara will be relocated to the Ventura County Cooperative Extension office and will provide services to Ventura County and Santa Barbara County. The two Advisors currently based in Santa Maria will be relocated to the San Luis Obispo County Cooperative Extension office and will provide services to San Luis Obispo County and Santa Barbara County. Although implementing this regional approach will result in the closure of the Santa Barbara County Cooperative Extension Office, UNIVERSITY Advisors will provide at least the same level of services to Santa Barbara County as was provided in FY 2009-2010.

III. RESPONSIBILITIES OF UNIVERSITY

- A. UNIVERSITY will appoint, assign, supervise, and pay the salaries and benefits of the professional staff of academic Advisors to perform agreed upon educational and applied research programs in Santa Barbara County. The number of Advisors shall be determined by UNIVERSITY and shall be conditioned upon the availability of funds and the continued financial support of such program by the COUNTY. The UNIVERSITY at its discretion for special programs may assign and pay the salaries of other staff.
- B. UNIVERSITY Advisors and paraprofessionals (program assistants) will provide consultation services to COUNTY, including research based training, educational guidance and access to beneficial UNIVERSITY resources and will deliver direct program services for the following programs:
 - 1. Applied research and Extension Education Programs in Agriculture and Natural Resources, Nutrition, Family & Consumer Sciences, and 4-H Youth Development:

Agriculture & Natural Resources

Improve productivity, competitiveness and overall viability of agriculture and related entities by conducting applied research and outreach programs to address these issues. Programs will focus on:

- Applied research and educational/extension activities, including grower workshops serving English and Spanish-speaking clientele. May include applied research in:
 - Strawberry production.
 - Vegetable crops production.
 - Small farm crops, including fruit production and organics.
 - High-value berry crops.
 - Nurseries management and flower production.
 - Viticulture.
 - Water quality, management, conservation and efficient use.
- Support for avocado, citrus and subtropical industries.
- Assess potential new crops for Santa Barbara County.
- Pest management, including integrated pest management practices.
- Plant pathology and disease management.

Youth, Family, Nutrition and Community Programs

Conduct a Master Gardener Program that includes education/extension activities in areas that may include:

- Home horticulture and food production.
- Community gardening as a means to increase community food security and health.
- Community gardening efforts that support environmentally sound practices.
- Support for school gardens and youth gardening efforts via 4-H and other youth-serving organizations and agencies.
- Helpline support for home and community gardeners that focuses on a wide range of issues, including food product and water use and conservation.
- Extend information about wildfire prevention.

Food Stamp Nutrition Education Program (FSNEP)/Other Nutrition Efforts

- Leverage USDA funds to decrease childhood obesity and promote a healthy lifestyle by providing nutrition information to low-income school students in North County; expand to include Lompoc in FY 10-11.
- Conduct other childhood obesity prevention and healthy lifestyle programs by educating extenders working with populations of youth and families, particularly in North County.

4-H Youth Development

- Conduct a 4-H military program at Vandenberg AFB.
- Provide support for a 4-H community club program and special programs that will serve at least 1400 youth in FY 10-11.
- Support development and expansion of the 4-H Science, Engineering and Technology (SET) Program.

Financial Literacy

- Provide workforce preparation training for agencies working with youth to prepare them for jobs.
 - Provide information and training to agencies working with families about family economics and family budgeting.
2. Collaboration with the United States Department of Agriculture (USDA), National Institute of Food and Agriculture (NIFA), and numerous other funding and project opportunities, and
 3. Other programs as agreed to by the parties.
- C. UNIVERSITY will have sole responsibility for the number and assignment of its personnel in the performance of the Cooperative Extension work described in Section B above.
- D. UNIVERSITY shall submit to COUNTY for COUNTY'S approval, quarterly reports summarizing the services performed during the past quarter, which reports will be due by the last day of the first month of the following quarter. The report must include a summary of the program services provided, a list of the UNIVERSITY personnel who provided the services, and the outcomes obtained as a result of the provided services. After receipt and review of each report, COUNTY shall evaluate the overall effectiveness of the program.

IV. RESPONSIBILITIES OF COUNTY

- A. COUNTY will provide funding to UNIVERSITY in the amount specified in Exhibit B of this Agreement to defray the costs associated with the work of UNIVERSITY'S Advisors and paraprofessional staff. COUNTY shall pay for the following related expenses for services provided in Santa Barbara County:
1. Expenses incurred by UNIVERSITY for maintaining paraprofessional staff, renting facilities for educational programs and meetings, and travel expenses to and from Santa Barbara County;
 2. Costs for supplies required for program delivery;
 3. At no time will COUNTY be responsible for payroll expenses for UNIVERSITY Advisors.
- B. COUNTY acknowledges Barbara Allen-Diaz, Associate Vice President, Academic Programs and Strategic Initiatives as the principal representative of UNIVERSITY for all matters relating to this Agreement. County Director Richard Enfield will be responsible for management of Cooperative Extension work in Santa Barbara County. His range of authority will specifically include (but will not be limited to) allocation of UNIVERSITY resources and of COUNTY funds used to perform Cooperative Extension work in Santa Barbara County.
- C. COUNTY will collaborate with UNIVERSITY with respect to the delivery of programs and the needs of the COUNTY for specific UNIVERSITY programs.

EXHIBIT B

PAYMENT ARRANGEMENTS
Periodic Compensation

A. For UNIVERSITY services to be rendered under this contract, UNIVERSITY shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 225,000.00 as follows:

Payment for one-time initial start-up costs in the amount of \$45,000; payable by June 30, 2010.

Payment for fiscal year 2010 -11 will be in the amount of \$180,000, paid in two equal installments of \$90,000 on July 31 and January 31.

B. Payment for services and /or reimbursement of costs shall be made upon UNIVERSITY'S satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.

C. **Bi-annually**, UNIVERSITY shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice for the services to be performed over the period specified. These invoices must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed. If COUNTY finds such services satisfactory and if COUNTY wishes to continue such services, COUNTY shall pay such invoice within 30 days of receipt.

D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require UNIVERSITY to correct such work or billings or seek any other legal remedy.

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts NOT requiring professional liability insurance

INDEMNIFICATION

UNIVERSITY shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the UNIVERSITY or his agents or employees or other independent contractors directly responsible to him; but only in proportion to and to the extent such claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities result from the sole negligence or willful misconduct of the COUNTY.

COUNTY shall defend, indemnify and save harmless the UNIVERSITY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the COUNTY or his agents or employees or other independent contractors directly responsible to him; but only in proportion to and to the extent such claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities result from the sole negligence or willful misconduct of the UNIVERSITY.

UNIVERSITY shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the UNIVERSITY's indemnification of the COUNTY, UNIVERSITY shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place UNIVERSITY in default. Upon request by the COUNTY, UNIVERSITY shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all UNIVERSITY's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event UNIVERSITY is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if UNIVERSITY has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and UNIVERSITY submits a written statement to the COUNTY stating that fact.
2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of UNIVERSITY and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the UNIVERSITY in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and UNIVERSITY. The automobile liability insurance shall

cover all owned, non-owned and hired motor vehicles that are operated on behalf of UNIVERSITY pursuant to UNIVERSITY's activities hereunder. UNIVERSITYS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the UNIVERSITY is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

UNIVERSITY shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the UNIVERSITY may be held responsible for payment of damages resulting from UNIVERSITY'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the UNIVERSITY is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the UNIVERSITY'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. UNIVERSITY agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

THIS AGREEMENT DOES NOT INCLUDE EXHIBIT D

Contract Summary Form: Contract Number : _____-_____ - _____ - _____

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than (<\$100,000) submit a Purchasing Requisition to the Purchasing Division of General Services. See "online purchasing manual" under General Services, Purchasing, Policies and Procedures. Form not applicable to revenue contracts.

- D1. Fiscal Year : FY
 - D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) :
 - D3. Requisition Number..... :
 - D4. Department Name :
 - D5. Contact Person :
 - D6. Phone..... :
-

- K1. Contract Type (check one): [] Personal Service [] Capital Project/Construction
 - K2. Brief Summary of Contract Description/Purpose :
 - K3. Original Contract Amount : \$
 - K4. Contract Begin Date..... :
 - K5. Original Contract End Date :
 - K6. Amendment History (leave blank if no prior amendments):

<u>Seq#EffectiveDateThisAmndtAmtCumAmndtToDateNewTotalAmtNewEndDate</u>	<u>Purpose (2-4 words)</u>
\$	\$
\$	\$
 - K7. Department Project Number :
-

- B1. Is this a Board Contract? (Yes/No)..... :
 - B2. Number of Workers Displaced (if any)..... :
 - B3. Number of Competitive Bids (if any) :
 - B4. Lowest Bid Amount (if bid) : \$
 - B5. If Board waived bids, show Agenda Date :
 - B6. ... and Agenda Item Number : #
 - B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) :
-

- F1. Encumbrance Transaction Code : 1701
 - F2. Current Year Encumbrance Amount : \$
 - F3. Fund Number..... : 0001
 - F4. Department Number..... :
 - F5. Division Number (if applicable)..... :
 - F6. Account Number :
 - F7. Cost Center number (if applicable)..... :
 - F8. Payment Terms..... : Net 30
-

- V1. Vendor Numbers (A=uditor; P=urchasing) :
- V2. Payee/Contractor Name :
- V3. Mailing Address :
- V4. City State (two-letter) Zip (include +4 if known) :
- V5. Telephone Number..... :
- V6. Contractor's Federal Tax ID Number..... :
- V7. Contact Person..... :
- V8. Workers Comp Insurance Expiration Date..... :
- V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) :
- V10. Professional License Number : #
- V11. Verified by (name of County staff) :

V12. Company Type (*Check one*): Individual Sole Proprietorship Partnership Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : Authorized Signature.....:
