

TRAINING SERVICES CONTRACT

Between

**COUNTY OF SANTA BARBARA
AND
COUNTY OF VENTURA**

Human Resources
Employees' University
County of Santa Barbara

Human Resources
Employees' University
County of Santa Barbara

**TRAINING SERVICES CONTRACT FOR
THE COUNTY OF VENTURA**

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AGREEMENT TO PROVIDE EMPLOYEE TRAINING SERVICES

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara (hereafter SB COUNTY) and the County of Ventura, having its principal place of business at 800 South Victoria Avenue #1940, Ventura, CA 93009 (hereafter VTA COUNTY) wherein SB COUNTY agrees to provide and VTA 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.

Theresa Duer, Assistant Human Resources Director, at phone number 805.568.2822, is the representative of SB COUNTY and will administer this agreement for and on behalf of SB COUNTY.

John K. Nicoll, Assistant County Executive Officer, Director of Human Resources, at phone number 805.654.3196, is the authorized representative for VTA COUNTY.

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 by email to the persons listed below:

SB COUNTY: Theresa Duer, Assistant Human Resources Director; 1226 Anacapa Street, Santa Barbara, CA 93101; 805.568.2822; tduer@co.santa-barbara.ca.us

VTA COUNTY: John K. Nicoll, Assistant County Executive Officer, Director of Human Resources; 800 South Victoria Avenue, #1940, Ventura, CA 93009; 805.654.3196; john.nicoll@ventura.org

3. SCOPE OF SERVICES. SB COUNTY agrees to provide employee training services to VTA COUNTY in accordance with Exhibit A attached hereto and incorporated herein by reference.

4. TERM.

A. Services shall commence June 2011 and continue through June 30, 2012, unless sooner terminated pursuant to paragraph #12, Termination, below, or extended as described in Paragraph 4(B).

B. Extended Term. The term of this Agreement may be extended by written agreement of the parties for successive periods of 6 months or as otherwise agreed by both parties.

5. STANDARD OF PERFORMANCE. SB COUNTY represents that it has the skills and expertise necessary to perform public sector employee training services required under this Agreement, as described in Exhibit A.

6. COMPENSATION OF SB COUNTY. SB COUNTY shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference.

7. INDEMNIFICATION. County of Santa Barbara shall defend, indemnify and save harmless the County of Ventura, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including reasonable 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 of Santa Barbara or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including reasonable attorney's fees), judgments or liabilities resulting from the negligence or willful misconduct of the County of Ventura. County of Ventura recognizes and accepts County of Santa Barbara is self-insured; however, County of Santa Barbara may purchase commercial insurance to cover its exposure hereunder, in whole or in part. County of Santa Barbara will provide evidence of insurance upon request.

8. RESPONSIBILITIES OF VTA COUNTY. VTA COUNTY shall provide all information reasonably necessary by SB COUNTY in performing the services provided herein.

9. OWNERSHIP OF DOCUMENTS. SB COUNTY shall be the owner of all training curriculum related to the performance of this Agreement. No transfer of ownership of training curriculum from SB COUNTY to VTA COUNTY shall occur as a result of this contract unless a specific agreement has been reached by both parties as described in Exhibit A. VTA COUNTY shall not release or distribute any curriculum except under the terms of this Agreement.

10. NONEXCLUSIVE AGREEMENT. VTA COUNTY understands that this is not an exclusive Agreement and that SB COUNTY shall have the right to negotiate with and enter into contracts with other agencies to provide the same or similar services.

11. ASSIGNMENT. Neither party shall assign any rights nor transfer any of its obligations under this Agreement without the prior written consent of the other party 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.

12. TERMINATION. Either party may terminate this Agreement, in whole or in part, at any time upon thirty days (30 days) written notice to the other party.

A. BY SB COUNTY. SB COUNTY may, by written notice to VTA COUNTY, terminate this Agreement in whole or in part at any time, whether for SB COUNTY's convenience or because of the failure of VTA COUNTY to fulfill the obligations herein.

1. For Convenience. SB COUNTY may terminate this Agreement upon written notice as stated paragraph #12. Upon the date of termination, SB COUNTY shall

cease work and notify VTA COUNTY as to the status of its performance and services completed at the time of notice. VTA COUNTY shall pay SB COUNTY for services performed to the date of termination.

2. For Cause. Should VTA COUNTY default in the performance of this Agreement or materially breach any of its provisions, SB COUNTY may terminate this Agreement by written notice which shall be effective upon receipt by VTA COUNTY.

B. BY VTA COUNTY. VTA COUNTY may, by written notice to SB COUNTY, terminate this Agreement in whole or in part at any time, whether for VTA COUNTY's convenience or because of the failure of SB COUNTY to fulfill the obligations herein.

1. For Convenience. VTA COUNTY may terminate this Agreement upon written notice as stated in paragraph #12B. Upon receipt of such notice, SB COUNTY shall not schedule or arrange for any additional service programs to be delivered prior to termination unless expressly directed in writing. SB COUNTY shall be entitled to payment for only those services rendered through the termination date that were scheduled and arranged prior to receipt of notice of termination.

2. For Cause. Should SB COUNTY default in the performance of this Agreement or materially breach any of its provisions, VTA COUNTY may terminate this Agreement by written notice which shall be effective upon receipt by SB COUNTY.

13. **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.

14. **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.

15. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to VTA COUNTY or SB 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.

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

17. **NO WAIVER OF DEFAULT.** No delay or omission of either party 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 either party shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of that party.

18. 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.

19. 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.

20. COMPLIANCE WITH LAW. VTA COUNTY and SB COUNTY shall, at the sole cost and expense of each entity, comply with all pertinent and applicable County, State and Federal ordinances, regulations and/or statutes now in force or which may hereafter be in force with regard to the Agreement. The judgment of any court of competent jurisdiction, or the admission of VTA COUNTY or SB COUNTY in any action or proceeding against either, whether either be a party thereto or not, that VTA COUNTY or SB COUNTY has violated any such ordinance, regulation and/or statute, shall be conclusive of that fact as between VTA COUNTY and SB COUNTY.

21. 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 Ventura County, or the County where the training in question was delivered, if in state court, or in the federal district court nearest to said County, if in federal court.

22. 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.

23. 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, VTA COUNTY hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which VTA COUNTY is obligated, which breach would have a material effect hereon.

24. 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. In the event of conflict between the provisions contained in the numbered sections of this Agreement, Exhibits and subsequent contract Amendments, the most current contract Amendment shall prevail over the provisions, Exhibits and/or prior Amendments.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective after it is fully executed by the appropriate COUNTY officials.

COUNTY OF SANTA BARBARA

Geri R Muth HR Interim Director 4/27/10
Signature Title Date

Raymond RISK MANAGER 4/27/11
Signature Title Date

Ron Levin A-C 4/28/11
Signature Title Date

APPROVED AS TO FORM:

Victoria Parks Tuttle Deputy County Counsel 4/27/11
Signature Title Date

COUNTY OF VENTURA

[Signature] Assistant County Executive Officer 4/18/11
Signature Title Date

Signature Title Date

Signature Title Date

Signature

EXHIBIT A: SCOPE OF WORK

The purpose of Exhibit A is to describe and define the type and level of work to be performed.

Overview:

VTA COUNTY has requested SB COUNTY to deliver training to provide managers and executives with the competencies necessary to handle the challenges facing public sector leaders today and in the future. The training will help VTA COUNTY leaders to build lasting relationships that will have a significant impact on the day-to-day operations of VTA COUNTY.

SB COUNTY, over the last 15 years, has developed specific curriculum tied to individual competencies and organizational development for its public sector employees. SB COUNTY is uniquely qualified to provide training that addresses the challenges and issues facing local government, and which helps employees apply new knowledge and skills to the work environment. This level and type of training provided by SB COUNTY is relevant, effective, and responsive to the current trends in local government.

Key deliverables and schedule:

SB COUNTY will develop and/or deliver the following classes in three phases to approximately 75 managers and executives. The classes will be delivered in the order listed below. Some customization may be required based on the needs outlined by VTA COUNTY.

Minimum class size is 12 and maximum size is 30 participants. Classes will be rescheduled if participation falls below the minimum number and within 30 days of the original date.

Phase One will be delivered in June 2011:

1A: Foundations of Strategic Leadership (FSL – 2 day course)

Schedule: This 14 hour class will be delivered over two days from 8:30 a.m. to 4:30 p.m.

1B: Program Performance Management (1 day)

Schedule: This 6 hour class will be delivered from 9:00 a.m. – 4:00 p.m.

1C: Leading Teams (1 day)

Schedule: This 6 hour class will be delivered from 9:00 a.m. – 4:00 p.m.

1D: Improving Performance through Delegating and Monitoring (1 day)

Schedule: this 6 hour class will be delivered from 9:00 a.m. – 4:00 p.m.

Phase Two and Three will be delivered in FY 2011-12:

The same series of classes listed in Phase One will be delivered in Phase Two (September/October 2011) and Phase Three (February/March 2012).

Target groups:

Training is targeted to all VTA COUNTY managers and executives.

Key Instructors:

Training will be delivered by Employees' University staff and/or any qualified instructors who have experience and expertise in conducting training in the public sector and who may assist in the case of scheduling conflicts, illness, or unforeseen events. The instructors will be employed at no additional expense to VTA COUNTY.

Timeline:

Services shall commence June 2011 and continue through June 2012, a period of twelve (12) months, and may be extended for successive periods of 6 months or as agreed to by both parties as defined in terms and conditions.

Location:

Training provided by SB COUNTY will be delivered in the County of Ventura at facilities provided by VTA COUNTY. SB COUNTY will make accommodations for VTA COUNTY employees who wish to attend training sessions in the County of Santa Barbara that are part of the regular SB COUNTY course schedule.

Areas of Responsibility:

VTA COUNTY will be responsible for payment to SB COUNTY for all training delivered according to this agreement. In addition, VTA COUNTY will be responsible to provide the following items at their cost:

- Rental and/or furnishing of training rooms with presentation equipment.
- Presentation materials (flip charts, markers, etc).
- Marketing and promotion of all classes.
- Processing, registering, scheduling, and recordkeeping of all participants.
SB COUNTY Employees' University will require copies of the rosters and registration forms for tracking, reporting, and billing purposes.
- Optional: Refreshments and food/snacks for participants.

In addition, VTA COUNTY will be responsible for ensuring that class size falls within the range of 12 – 30 participants per class and rescheduling classes and participants as necessary.

SB COUNTY will be responsible for developing and/or delivering training as outlined in this agreement. The following items are included in the class fees listed in Exhibit B.

- Printing and assembling of course materials.
- Travelling to and from the County of Ventura and lodging.
- Consulting services as required during the term of this contract.
- Any and all instructor's fees associated with delivering class content.

Other Services:

Attendance at other SB County classes: As an added convenience and to expedite this agreement, SB COUNTY will make accommodations for VTA COUNTY employees who wish to attend the SB COUNTY regularly-scheduled classes. Cost for these classes will be the same fee per attendee as outlined in Exhibit B. The schedules for the Employees' University classes in Santa Barbara and Santa Maria are available upon request.

Library: To enhance the learning experience, reading resources are available through the SB COUNTY library catalog which can be accessed through the SB COUNTY Employees' University website. Materials will be mailed to VTA COUNTY and must be returned within two weeks. There is no charge to VTA COUNTY for this service except in the case of lost materials or materials not returned within 30 days.

Intellectual Property Rights:

Class curriculum is the property of the County of Santa Barbara and shall not be used for any other purpose outside of this Agreement without express and direct permission of SB COUNTY.

EXHIBIT B: RATES AND PAYMENT SCHEDULE

The purpose of Exhibit B is to address contract rates and payment.

Part One: Rates

VTA COUNTY agrees to make payment to SB COUNTY per the rates listed below based on the class size of no less than 12 and no more than 30 participants.

- Foundations of Strategic Leadership (2-day course) \$3,900 per course
- Program Performance Management \$1,950 per class
- Leading Teams \$1,950 per class
- Improv. Performance through Delegating and Monitoring \$1,950 per class
- Attendance at other SB County classes \$100 per full day/person
\$50 per half day/person

Part Two: Invoicing

SB COUNTY will mail an invoice to VTA COUNTY monthly for all classes delivered during that month as listed below. Upon completion of this contract, VTA COUNTY agrees to make timely payment in full for any outstanding invoices and services:

SB COUNTY will maintain copies of all invoices for a period of one year after the expiration of the contract.

Part Three: Payment

Payment to SB COUNTY is due within 30 days of receiving the invoice. Payment will be made payable to "Employees' University" and mailed to:

**Employees' University
County of Santa Barbara
267 Camino del Remedio
Santa Barbara, CA 93110**

Part Four: Additional training material costs

If both parties agree in writing to add supplemental training materials and supplies (such as books, videos, assessments or other packaged materials requiring purchase), any agreed purchases made by SB COUNTY will be billed and invoiced separately to VTA COUNTY. It will be the obligation of VTA COUNTY to make payments within 30 days of receipt of invoice.

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

COUNTY OF SANTA BARBARA

By: _____
CHAIR, BOARD OF SUPERVISORS

Date: _____

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: _____
Deputy Clerk