

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, 1105 East Foster Road, Unit F, Santa Maria, CA 93455 (hereafter UNIVERSITY) wherein UNIVERSITY agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, UNIVERSITY represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of UNIVERSITY pursuant to the terms, covenants, and conditions herein set forth;

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

1. DESIGNATED REPRESENTATIVE

Jose Chang at phone number 805-681-5600 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Christopher Greer at phone number 805-781-5161 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 personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Jose Chang,
 Agricultural Commissioner
 263 Camino del Remedio
 Santa Barbara, CA 93110

To UNIVERSITY: Christopher Greer,
 Interim Director of UC Cooperative Extension,
 San Luis Obispo & Santa Barbara Counties
 1105 East Foster Road, Unit F,
 Santa Maria, CA 93455

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

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, 2023 and end performance upon completion, but no later than June 30, 2024 unless otherwise directed by COUNTY or unless earlier terminated. This Agreement supersedes the Agreement for Services of Independent Contractor entered into between the parties on July 12, 2022, pursuant to which the parties have been operating prior to the execution of this Agreement.

5. COMPENSATION OF UNIVERSITY

In full consideration for UNIVERSITY's services, 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

It is mutually understood and agreed that UNIVERSITY (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which UNIVERSITY shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that UNIVERSITY is performing its obligations in accordance with the terms and conditions hereof. 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. UNIVERSITY shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, UNIVERSITY shall be solely responsible for, and save COUNTY harmless from, all matters relating to payment of UNIVERSITY's employees, including compliance with Social Security withholding and all other regulations governing such matters, but only in proportion to and to the extent that claims arising from such matters arise from the negligent or intentional acts of UNIVERSITY, its officers, agents, or employees. It is acknowledged that during the term of this Agreement, UNIVERSITY may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

UNIVERSITY represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, UNIVERSITY 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 delivers 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. UNIVERSITY shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by UNIVERSITY without additional compensation.

8. DEBARMENT AND SUSPENSION

UNIVERSITY certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. UNIVERSITY certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

UNIVERSITY shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. 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.

10. CONFLICT OF INTEREST

UNIVERSITY covenants that UNIVERSITY presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. UNIVERSITY further covenants that in the performance of this Agreement, it agrees to make reasonable efforts to ensure that no person having any such interest shall be assigned by UNIVERSITY to perform services under this Agreement. COUNTY retains the right to waive a conflict of interest disclosed by UNIVERSITY if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to UNIVERSITY in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Intentionally omitted.

12. NO PUBLICITY OR ENDORSEMENT

UNIVERSITY shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. UNIVERSITY shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing UNIVERSITY. UNIVERSITY shall not in any way contract on behalf of or in the name of COUNTY. UNIVERSITY shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for UNIVERSITY's use in connection with the services shall remain COUNTY's property, and UNIVERSITY shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. UNIVERSITY may use such items only in connection with providing the services. UNIVERSITY shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. 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 principles. 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. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), UNIVERSITY shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). University shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, University shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, UNIVERSITY shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

UNIVERSITY agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. 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.

17. 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.

18. NON-ASSIGNMENT

UNIVERSITY shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. **By COUNTY.** COUNTY may, by written notice to UNIVERSITY, terminate this Agreement in whole at any time as set forth below, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of UNIVERSITY to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole upon thirty (30) days written notice. During the thirty (30) day period, UNIVERSITY shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify UNIVERSITY of such occurrence and COUNTY may terminate or suspend this Agreement in whole with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **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 or suspend this Agreement in whole by written notice. Upon receipt of notice, UNIVERSITY shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by UNIVERSITY, unless the notice directs otherwise.
- B. **By UNIVERSITY.** UNIVERSITY may, by written notice to COUNTY, terminate this Agreement at any time as set forth below, whether for UNIVERSITY's convenience, for cause, or specifically because of the failure of COUNTY to pay the University as set forth elsewhere in this Agreement.
1. **For Convenience.** UNIVERSITY may terminate this Agreement upon thirty (30) days written notice to COUNTY.
 2. **For Cause.** Should COUNTY default in the performance of this Agreement or materially breach any of its provisions, UNIVERSITY may, at UNIVERSITY's sole option, terminate this Agreement by thirty (30) days written notice.
 3. **For Nonpayment.** Should COUNTY fail to pay UNIVERSITY all or any part of the payment set forth in EXHIBIT B, UNIVERSITY may, at UNIVERSITY's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, UNIVERSITY shall deliver to COUNTY a final report in accordance with reports required by the Statement of Work, including a summary of program services provided, personnel providing the services, outcomes obtained as a result of the provided services, and information regarding progress on performance measures as outlined in the Scope of Work. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay UNIVERSITY for satisfactory services performed to the date of termination to include 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 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.

20. 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.

21. 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.

22. 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.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. 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.

25. 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.

26. 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.

27. 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 is 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.

28. CALIFORNIA LAW AND JURISDICTION

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.

29. 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.

30. AUTHORITY

All signatories and 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.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. 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.

33. The 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 of University of California Division of Agriculture and Natural Resources (for UNIVERSITY) and Assistant Chief Executive Officer (for COUNTY), shall meet and confer and make a good faith, reasonable effort to resolve the dispute or conflict.

EXHIBIT A

STATEMENT OF WORK

I. **This attachment is incorporated by reference to the Agreement.**

II. **BACKGROUND**

- A. 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 in September of 1920. With the COUNTY'S support, the UNIVERSITY has served the people of Santa Barbara continuously since that time.

III. **METHOD OF SERVICE DELIVERY**

Beginning with the Agreement executed in August 2010, UNIVERSITY implemented a regional approach to providing the program services listed below to Santa Barbara County. At no time during the term of this Agreement shall the number of Advisors providing program services within Santa Barbara County fall below three. Yearly, the University shall meet with the appropriate County departments to develop metrics for specific, mutually agreed upon performance measures to be achieved by the University during the contract period, with progress conveyed through quarterly reports.

IV. **RESPONSIBILITIES OF UNIVERSITY**

A. 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.
 - Avocado, Citrus and subtropicals.

- Water quality, management, conservation and efficient use.
- Assess potential new crops for Santa Barbara County.
- Pest management, including integrated pest management practices.
- Plant pathology and disease management.
- Support for watershed function and natural resource issues on watersheds associated with rangelands.
- Support for oak woodlands and rangeland issues including endangered species, noxious invasive weeds, wildland fires, grassland restoration (reseeding and brush management), forage production and ecology.
- Support for the beef production industry including grazing management strategies.
- Support for the County Energy and Climate Action Plan through providing evidence based information.

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 production, integrated pest management, and water use and conservation.
- Family-level pest identification and/or referrals to UC identification guides and literature.
- Extend information about wildfire prevention.

CalFresh Healthy Living, UC (CFHL, UC)/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.
- 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

- Outreach to Latino youth in northern Santa Barbara County.
- Provide support for a 4-H community club program and special programs that will aim to serve at least 1400 youth in FY 23-24.
- Support development and expansion of the 4-H Science, Engineering and Technology (SET) Program.
- Collaborate with CalFresh Healthy Living, UC and Santa Barbara County Public Health Department in Northern Santa Barbara County by providing 4-H programming to increase youth advocacy for health in their communities and to provide youth programs during adult nutrition education classes.

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.
- B. UNIVERSITY shall submit to COUNTY for COUNTY'S approval, quarterly reports summarizing programs delivered during the past quarter including actual expenditures when available, 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 program services, and the performance measure outcomes obtained as a result of the provided program services as agreed to by the UNIVERSITY and the COUNTY.
- C. 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 except that at no time during the term of this Agreement shall the number of Advisors providing program services within Santa Barbara County fall below three. UNIVERSITY shall also assign paraprofessional staff to assist the Advisors providing program services within Santa Barbara County to ensure the smooth operation of the programs contemplated by this Agreement. The UNIVERSITY at its discretion may assign and pay the salaries of other staff for special programs.

V. 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 program 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 Brent Hales, Associate Vice President, as the principal representative of UNIVERSITY for all matters relating to this Agreement. Interim Director of UC Cooperative Extension in San Luis Obispo & Santa Barbara Counties, Christopher Greer, 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.
- D. After receipt and review of each quarterly report, COUNTY will consult with UNIVERSITY to review progress towards achieving performance measures as outlined in the scope of work and where not clearly identified in the quarterly report.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

I. This attachment is incorporated by reference to the Agreement.

II. For UNIVERSITY services to be rendered under this Agreement, UNIVERSITY shall be paid a total fixed price contract amount, of \$180,000.00 as follows:

Payment for fiscal year 2023-24 will be in the amount of \$180,000, paid in two equal installments of \$90,000 on November 30 and May 31.

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

IV. 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

Indemnification and Insurance Requirements

I. This attachment is incorporated by reference to the Agreement.

II. INDEMNIFICATION BY REGENTS OF THE UNIVERSITY OF CALIFORNIA

UNIVERSITY agrees to indemnify, defend and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to reasonable attorneys' fees)(collectively, "Claims"), but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of UNIVERSITY, its officers, officials, employees, or agents.

III. INDEMNIFICATION BY COUNTY

County agrees to indemnify, defend and hold harmless UNIVERSITY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to reasonable attorneys' fees)(collectively, "Claims"), but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of COUNTY, its officers, officials, employees, or agents.

IV. NO AGENCY

Except as otherwise specified herein, for the purposes of this section, UNIVERSITY shall not be deemed to be COUNTY'S agent and the COUNTY shall not be deemed to be UNIVERSITY'S agent.

V. NOTIFICATION

Each party shall notify the other party promptly in the event that it learns of any incident or occurrence covered, or likely to be covered, under the terms of this indemnity provision.

VI. CONTINUING OBLIGATION

This Indemnification provision shall survive any expiration or termination of this Agreement.

VII. INSURANCE

Each party recognizes and accepts the other party is self-insured. Either party may purchase commercial insurance to cover their exposure hereunder, in whole or in part.

THIS AGREEMENT DOES NOT INCLUDE EXHIBIT D