

UNIVERSITY OF CALIFORNIA, DAVIS
AGREEMENT FOR SERVICES

THIS AGREEMENT is made this 20th day of August, 2024, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation (hereinafter called "University"), acting for and on behalf of the UC Davis Continuing and Professional Education (Department, hereinafter called "Facility") of its Davis campus (hereinafter called "University"), and Nevada County Social Services, with its place of business at 988 McCourtney Rd., Grass Valley, CA 95949 ("User"), for conduct of service detailed in "Application, Work Description and Estimate," attached hereto as Exhibit A and by this reference incorporated into this agreement.

RECITALS:

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

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

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

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

NOW, THEREFORE, University agrees to furnish to User certain services of the Facility, subject to the following terms and conditions. User agrees that no other terms and conditions, including those of any purchase order issued by User, shall apply unless explicitly incorporated herein.

TERMS AND CONDITIONS

1. PRIORITY OF UNIVERSITY WORK. University work always has priority over work to be performed for non-University users.
2. TERM. The term of this agreement shall be from July 1, 2024, through June 30, 2025.
3. University agrees to preform services as outlined in Exhibit A, attached
4. In consideration of the above, User agrees to make the following installment payments to University:
 - a. Contract will be billed monthly as work occurs.
5. INDEMNIFICATION AND INSURANCE. The parties agree to defend, indemnify and hold one

another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

5.1 Evidence of Insurance. Prior to provision of services User shall provide University written evidence of User's insurance coverage relevant to the presence or activity of User, its officers, agents, and employees while in, on or about University property. In the event User's coverage is not acceptable to University, University shall have the right to immediately suspend services. If User fails to provide acceptable insurance within 10 days after University's written notice, University may terminate this agreement. If User does not come on to University property, no evidence of insurance shall be required.

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

6. CONFIDENTIAL INFORMATION. During the course of this agreement, User may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, User shall submit confirmation in writing within five days of such disclosure. User's samples are its Confidential Information and do not need to be marked as Confidential Information.

6.1 University's Obligation. University shall treat User's Confidential Information in the same manner as University treats its own similar information. Upon User's written request, University shall use reasonable means to protect User's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by User. Should such protection occur, any related costs shall be borne by User. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.

6.2 Exempt Information. Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at User's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.

6.3 Disposition of Confidential Information. Upon completion of services or termination of this agreement, by User's written request, University shall return any Confidential Information. Absent such request, Facility shall destroy or dispose of it according to its established procedures.

7. NON-LIABILITY OF UNIVERSITY.

- 7.1 Consequential Damages University shall not be liable for any loss of profits, claims against User by any third party, or consequential damages of any entity, including User's.
- 7.2 Delay/Desired Result. University shall incur no liability to User or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform services, or failure to achieve a desired result.
- 7.3 Property Damage. University shall incur no liability to User or to any third party for loss or destruction of or damage to any materials to be sampled, assayed, or tested, data, equipment, or other property brought upon University premises by User or delivered to University by User in connection with this agreement. User accepts all liability for risk of loss to any and all such property.
8. UNIVERSITY'S RIGHT TO USE DATA. University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the services described in Exhibit A. Upon written request, University agrees to submit a copy of any proposed publication to User and allow User a 30-day period in which to review each publication for confidentiality purposes and to identify any inadvertent disclosures of User's Confidential Information. If necessary to permit the preparation and filing of United States patent applications, University shall agree, to an additional delay period not exceeding 30 days. University shall not publish User's Confidential Information.
9. USE OF UNIVERSITY'S NAME. User shall not use the name of University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of the University.
10. 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.
11. DISCLAIMER OF WARRANTY. UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY THE USER 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 AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.
12. TERMINATION. University may terminate this agreement at any time by giving User 30 calendar days' written notice of such action.
13. NOTICE. Any notice, request, or inquiry regarding the provisions of this agreement, its termination, or similar matters shall be directed by User to University at the following address:

Office of Research – Sponsored Programs
1850 Research Park Drive, Suite 300
University of California
Davis, California 95618

User's correspondence or inquiries regarding the substance and progress of work to be performed under this agreement or bills for services rendered should be directed to the Facility.

14. ENTIRE AGREEMENT / AMENDMENTS. 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. No change in any term or condition of this agreement shall become effective unless by amendment in writing signed by both parties

15. RELATIONSHIP OF THE PARTIES. The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.

16. GOVERNING LAW. The validity and interpretation of this Agreement and legal relations of the parties to it shall be governed by the laws of the State of California, applicable to the agreements entered into, and to be fully performed in, the State of California, without regard to its conflicts of the laws provisions.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first written above.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

Nevada County Social Services

Kelly Gilmore
Associate Director, Sponsored Programs

Name: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Work Description And Estimate

Description of work to be performed:

1. University will provide consultation to cover the following:

- a. Provide consultation and program implementation to County child welfare social workers, supervisors, and program managers. Areas of focus to include primary roles and responsibilities of child welfare social workers as related to Safety Organized Practice strategies; leadership development; meeting facilitation skills; diversity, equity and inclusion; and other topics as identified.
- b. Provide consultation and program implementation to facilitate a needs assessment of the County's capacity to develop a Comprehensive Prevention Plan as part of the Family First Prevention Services Program Block Grant allocation and allowable activities. Activities may include consultation, comprehensive review and evaluation of existing data sources.
- c. If, through the needs assessment process, it is determined that the County has the resources and capacity to develop and implement a Comprehensive Prevention Plan, provide support in developing and writing the plan.

2. Total cost under this agreement: \$ 50,735

User will cooperate with University's subject matter experts.