

Agreement

between the County of Monterey through its Health Department and the University of California

This Agreement is between the County of Monterey through its Health Department (hereinafter "COUNTY") and the University of California (hereinafter "UC").

I. PURPOSE & SCOPE

The purpose of this Agreement is to clearly identify the roles and responsibilities of each party in relation to the workspace (located at the Monterey County Health Department, 1270 Natividad Road, Salinas, CA.) for the Monterey County Regional Coordinator representing the California-Mexico Health Initiative.

II. BACKGROUND

The California-Mexico Health Initiative (CMHI) was created in January 2001 under the auspices of the California Policy Research Center of the University of California, Office of the President. It is a collaborative effort involving government, academia, the private sector, and community-based organizations of both countries. The Initiative's objective is to coordinate and optimize the availability of health resources for Mexican immigrants and their families through bilateral training, research, and health promotion activities and education.

CMHI has focused efforts in 4 of California's regions with high percentages of Mexican migrants and immigrants. These regions include Imperial, Monterey, San Diego, and Tulare counties. The regional offices are responsible for establishing and coordinating health education and health promotion activities in the various counties, and building collaboration among key local stakeholders from various health agencies including community clinics, UC programs, hometown associations, and nonprofit organizations.

III. COUNTY:

COUNTY will partner with UC in the interest of developing a stronger partnership between CMHI and County's Health Department and to stimulate increased community outreach to the migrant and immigrant population in Monterey County.

COUNTY will provide the following:

- Workstation, computer, and computer support
- Internet access
- Email address (unless UCOP email works, TBD)
- Telephone line
- Access to fax machine
- Access to printer and paper
- Access to meeting/conference room
- COUNTY agrees to receive funds from UC, negotiated at \$1,500.00 to help cover a portion of the expenses incurred by the utilization of the workspace.

IV. UC

UC will partner with COUNTY in the interest of developing a stronger partnership between COUNTY and CMHI and to stimulate increased community outreach to the migrant and immigrant population in Monterey County.

UC will provide the following:

- UC will pay to COUNTY the total sum of \$1,500.00 to help cover expenses associated with the necessary equipment of the workstation.
- UC will pay the salary and benefits of the Regional Coordinator.
- UC will ensure that all required insurance documents are kept current and are on file with COUNTY throughout the duration of this Agreement.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN BOTH PARTIES THAT:

Either Party may terminate this Agreement without cause by giving 60-calendar days advanced written notice to the other parties. Email may be considered and accepted as “written notice” pending hard-copy notice by US mail.

COUNTY:

John Snider, Director
Community Health Division
1270 Natividad Road
Salinas, CA 93906
831-755-4529
831-755-4530

UC:

Rosario Alberro, Associate Director
University of California, Office of the President
1950 Addison Street, Suite 203
Berkeley, CA 94720
510-643-1290

VI. MUTUAL INDEMNIFICATION: COUNTY and UC

COUNTY shall defend, indemnify, and hold UNIVERSITY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of 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 COUNTY, its officers, employees or agents.

UNIVERSITY shall defend, indemnify, and hold COUNTY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of 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 UNIVERSITY, its officers, employees or agents.

VII. INSURANCE REQUIREMENTS - UC will provide to COUNTY the following insurance documents:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Injury and Property Damage of not less than \$500,000 per occurrence, if the contract agreement is under \$25,000 or under; \$1,000,000 per occurrence, if the contract agreement is over \$25,000.

Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a licensed to engage in a business or profession regulated by the California Business and Professions Code), in the agreement of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR's work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance. The required endorsement form for Commercial General Liability additional Insured is the ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured is ISO Form CA 20 48 02 99 (other ISO forms may be accepted as long as they meet the above criteria).

During the duration of this Agreement UC will be responsible to maintain **current** insurance certificates and additional endorsements with COUNTY at all times.

VIII. FUNDING PROVISIONS

UC will pay to COUNTY the total sum of \$1,500.00 to help cover expenses associated with the necessary equipment of the workstation.

IX. TERM OF AGREEMENT

The term of this Agreement is from February 12, 2007 through June 30, 2008. At the end of the term, this Agreement will be reviewed for renewal/revision. This Agreement is of no force or effect until signed by all parties with COUNTY signing last.

Both parties indicate concurrence with this Agreement by their signatures below.

COUNTY:

Len Foster, Director of COUNTY

Date: _____

UC:

Xochitl Castaneda, Director of California-
Mexico Health Initiative

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Deputy County Counsel

Date: _____

(Signature of Secretary, Asst. Secretary, CFO,
or Asst. Treasurer)*

Date: _____

APPROVED AS TO RISK:

By: _____
Risk Management

Date: _____

APPROVED AS TO CONTENT:

By: _____
Director, Community Health Division

Date: _____