AGREEMENT

This AGREEMENT is made this 1st day of July, 2010, by and between the COUNTY OF IMPERIAL, a political subdivision of the State of California, ("COUNTY") and IMPERIAL COMMUNITY COLLEGE DISTRICT, ("COLLEGE"), collectively referred to as "the PARTIES".

RECITALS

WHEREAS, pursuant to the Greater Avenues for Independent Act enacted by the California legislature in 1985, each County must provide employment services for its welfare recipients ("CalWORKS Program", formerly known as the "GAIN" program.); and

WHEREAS, under the terms of the CalWORKS Program, COUNTY is authorized to contract with any local community college in order to provide the required services; and

WHEREAS, COLLEGE through this Agreement will implement the vocational assessment component of the CalWORKS Program,

NOW THEREFORE, the PARTIES hereby agree as follows:

1. TERM OF AGREEMENT.

COLLEGE shall provide services from July 1, 2010, to June 30, 2011. The term of the AGREEMENT is conditional upon appropriation of State and/or federal funds for the CalWORKS Program.

2. RESPONSIBILITIES OF COLLEGE.

COLLEGE shall operate a program that provides comprehensive vocational assessment services to COUNTY CalWORKS participants. The purpose of these services is to determine the appropriate career guidance, employment training, and employment placement for participants.

COLLEGE, pursuant to its program, shall provide the following services:

2.1 ASSESSMENT

a. Identification of personal needs, goals, vocational interests, educational competencies, vocational aptitudes, employment-specific

skills, employment experience, and employment barriers.

b. Diagnosis of participants' deficiencies and determination of appropriate means of correcting deficiencies.

c. Recommendations for appropriate vocational programs based upon assessment of participants' skills and needs and the requirements of any training programs or employment classifications.

d. Provision of comprehensive vocational assessment services utilizing a multi-level assessment model. Said process shall be standardized, but shall allow the use of a variety of assessment techniques and evaluation tools to address the participants' individual needs.

e. Provide additional services, including Job Club Workshops, as agreed upon by the County and the College.

3. <u>COMPENSATION</u>.

3.1 COLLEGE shall be paid for services provided pursuant to this AGREEMENT based on the budget (which includes personnel, travel, supplies, incentives, and services) as described in Exhibit "A", attached hereto and incorporated by this reference as though fully set forth.

3.2 Total compensation payable under the term of this AGREEMENT shall not exceed Four Hundred Thirty-Nine Thousand Six Hundred Forty-Four Dollars, ($439,642), inclusive of costs**.**

3.3 The compensation herein provided shall be full payment to COLLEGE for all services rendered by it and all persons engaged or employed by it in the performance of this AGREEMENT. No additional payment or reimbursement shall be made for said services or for any travel or other expenses except as otherwise agreed to in writing by the PARTIES.

3.4 COLLEGE shall submit its itemized monthly invoices to COUNTY's Department of Social Services Director by the tenth (10th) of the month for

each billing period. Upon receipt and approval by Director of COUNTY's Department of Social Services of invoice, COUNTY shall pay COLLEGE the amount of such invoice within thirty (30) days.

4. INSPECTIONS BY COUNTY.

COUNTY shall inspect and COLLEGE shall make available for inspection by COUNTY, during normal business hours from 8:00 a.m. to 5:00 p.m. each weekday, (not including public holidays), all work performed hereunder to ensure that the work is performed in accordance with this AGREEMENT and applicable state and/or local requirements.

5. RETENTION AND AVAILABILITY OF WORK PAPERS.

All supporting papers and work papers prepared by COLLEGE in connection with its Vocational Assessment Program shall be retained for a minimum of three (3) calendar years, following the date of termination of this AGREEMENT. Upon request by COUNTY, said documents shall be available for inspection and examination during COLLEGE's normal business hours.

6. INDEMNIFICATION.

To the extent permitted by law, COLLEGE shall indemnify and hold harmless and defend COUNTY and any and all of its officers, agents, servants, or employees against any and all claims, loss, damage, charge, or expense, including attorney's fees, whether direct or indirect, to which COUNTY or such officers, agents, servants, or employees may be put or subject, by reason of any damage, loss, or injury of any kind or nature whatever to persons or property caused by or resulting from or in connection with any negligent act or action, or any neglect, omission, or failure to act, when under a duty to act, on the part of COLLEGE, its officers, agents, servants, or employees in its performance hereunder. In addition to any other remedy authorized by law, COUNTY may retain any monies due to COLLEGE under this Agreement until final disposition of any claim for damages.

7. INDEPENDENT CONTRACTOR.

COLLEGE, including its officers, agents, servants, and employees are at all times acting and performing hereunder as independent contractors; and as such, are not entitled to the rights and benefits afforded to COUNTY's employees, including but not limited to disability or unemployment insurance, worker's compensation, medical insurance, sick leave, or any other benefit. COLLEGE shall determine the method, details, and means of performing the above-described services.

8. INSURANCE REQUIREMENTS.

8.1 COLLEGE hereby agrees at its own cost and expense to procure and maintain during the entire term of this AGREEMENT and any extended term thereof, the following types of insurance:

a. Commercial General Liability coverage in the minimum amount of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) aggregate for any one accident, including personal injury, death, and property damage.

b. Automobile Liability coverage in a minimum amount of one million dollars ($1,000,000.00) combined single limit including owned, non-owned, and hired vehicles.

c. To the extent required by law, Workers' Compensation coverage in full compliance with California statutory requirements for all employees of COLLEGE, and Employer's Liability in the minimum amount of one million dollars ($1,000,000.00).

d. Professional liability insurance in the amount of one million dollars ($1,000,000.00) per claim and annual aggregate.

8.2 SPECIAL INSURANCE REQUIREMENTS.

All insurance required under Paragraph 8 shall:

a. Be procured from an insurer authorized to do business in California.

b. Be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be in excess of COLLEGE'S insurance coverage and shall not contribute to it.

c. Name COUNTY as an additional insured on all policies and provide that COUNTY may recover for any loss suffered by COUNTY by reason of COLLEGE'S negligence.

d. Not be canceled, non-renewed, or reduced in scope of coverage until after thirty (30) days written notice has been given to the COUNTY. However, COLLEGE may not terminate such coverage until it provides COUNTY with proof that equal or better insurance has been secured and is in place. Cancellation or change without the prior written consent of the COUNTY shall, at the option of the COUNTY be grounds for termination of this AGREEMENT.

8.3 ADDITIONAL INSURANCE REQUIREMENTS.

a. COUNTY is to be notified immediately of all insurance claims. COUNTY is also to be notified if any aggregate insurance limit is exceeded.

b. Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any insurance policy required by this AGREEMENT, COLLEGE shall, if requested by COUNTY, cause to be given to COUNTY satisfactory evidence that insurance policy premiums have been paid together with a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent.

c. COLLEGE agrees to provide COUNTY with the following insurance documents on or before the effective date of this AGREEMENT:

1. Complete copies of certificates of insurance for all required coverages including Additional Insured Endorsements and 30 days Notice of Cancellation Clause endorsements.
2. The documents enumerated in Paragraph 8.1 shall be sent to the following:

(i) County of Imperial
Risk Management Department
940 W. Main Street, Ste. 101
El Centro, CA 92243

<u>and</u>

(ii) Imperial County Dept. of Social Services
2995 S. Fourth Street, Suite 105
El Centro, CA 92243

d. Nothing in this, or any other provision of this AGREEMENT, shall be construed to preclude COLLEGE from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this AGREEMENT.

e. The comprehensive or commercial general liability shall contain a provision of endorsements stating that such insurance:

1. Includes contractual liability.
2. Does not contain a "pro rata" provision which looks to limit the insurer's liability to the total proportion that its policy limits bear to the total coverage available to the insured.
3. Does not contain an "excess only" clause which requires the exhaustion of other insurance prior to providing coverage.
4. Does not contain an "escape clause" which extinguishes the insurer's liability if the loss is covered by other insurance.

5. Includes COUNTY as an additional insured.

6. States that it is primary insurance and regards COUNTY as an additional insured and contains a cross-liability or severability of interest clause.

9. <u>ASSIGNMENT</u>.

Neither this AGREEMENT nor any duties or obligations hereunder shall be assignable by COLLEGE without the prior written consent of COUNTY.

10. <u>NON-DISCRIMINATION</u>.

During the performance of this AGREEMENT, COLLEGE shall not unlawfully discriminate against any employee or applicant for employment or employee of COLLEGE or member of the public because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age (over 40), or sex. COLLEGE shall ensure that the evaluation and treatment of its employees and applicants for employment and employees and members of the public are free of such discrimination. COLLEGE shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.) and the applicable regulations promulgated thereunder (California Administrative Code Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as though set forth in full. COLLEGE shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. COLLEGE shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement. COLLEGE shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

11. NOTICES AND REPORTS.

All notices and reports required or permitted to be given hereunder shall be in writing and shall be effective when delivered by hand delivery, by courier, or by U.S. Mail, return receipt requested, to the following addresses:

FOR COUNTY:
IMPERIAL COUNTY DEPARTMENT OF SOCIAL SERVICES
Attn: Director
2995 S. 4th Street, Suite 105
El Centro, California 92243

AND

IMPERIAL COUNTY CHIEF EXECUTIVE OFFICE
Attn: Chief Executive Officer
940 Main Street
El Centro, CA 92243

AND

IMPERIAL COUNTY CLERK OF THE BOARD
Attn: Clerk of the Board
940 Main Street
El Centro, CA 92243

FOR COLLEGE:
IMPERIAL VALLEY COLLEGE
Attn: Superintendent/President
380 East Aten Road
Imperial, California 92251

12. TERMINATION.

12.1 This AGREEMENT may be terminated by either party, without cause, upon thirty (30) days written notice served upon the other party.

12.2 If the grant funding for this program is suspended or the authority to spend such allocated funds is suspended, this AGREEMENT shall terminate on the effective date of said suspension and COUNTY shall promptly notify

COLLEGE of the effective termination date.

12.3 In the event that this AGREEMENT is terminated prior to expiration of the term of the AGREEMENT and without prejudice to the COUNTY's right to retention of funds as specified in Section 6 above, COLLEGE shall be entitled to the compensation earned and expenses reimbursed up to the date of termination as provided for in this AGREEMENT. Said computation shall be computed on a pro rata basis up to date of termination. COLLEGE shall not entitled to further compensation as of the termination date.

13. <u>ENTIRE AGREEMENT</u>.

This AGREEMENT contains the entire AGREEMENT between the PARTIES and supersedes all prior AGREEMENT and other communications, both oral and written between the PARTIES.

14. <u>MODIFICATION</u>.

No modification, waiver, amendment, discharge, or change of this AGREEMENT shall be valid unless the same is in writing and signed by both PARTIES.

15. <u>BINDING</u>.

This AGREEMENT shall be binding upon and shall inure to the benefit of the heirs, successors, and assigns of the PARTIES hereto.

16. <u>WAIVER</u>.

No waiver of any breach or of any of the covenants or conditions of this AGREEMENT shall be construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of the same or any other covenant or condition.

17. <u>CHOICE OF LAW</u>.

This AGREEMENT shall be governed by the laws of the State of California. This AGREEMENT is made and entered into in Imperial County, California. Any action brought by any PARTY with respect to this AGREEMENT shall be brought in a court

of competent jurisdiction within said County.

18. <u>PARTIAL INVALIDITY</u>.

If any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

19. <u>AUTHORITY</u>.

Each individual executing this AGREEMENT on behalf of COUNTY and COLLEGE represent and warrant that:

19.1 He/She is duly authorized to execute and deliver this AGREEMENT on behalf of the COUNTY or COLLEGE, as applicable; and

19.2 Such execution and delivery is in accordance with the statutory authorities, rules, regulations, by-laws, and/or resolutions of each department, as applicable; and

19.3 This AGREEMENT is binding upon the respective PARTIES in accordance with its terms.

20. <u>COUNTERPARTS</u>.

This AGREEMENT may be executed in counterparts.

21. <u>REVIEW OF AGREEMENT TERMS</u>.

This AGREEMENT has been reviewed and revised by legal counsel for each of the PARTIES and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of the same or any subsequent amendments thereto.

22. EXECUTION OF AGREEMENT.

Executed in Imperial County, California, on the day and year first above written.

COUNTY OF IMPERIAL

By:_____
LOUIS FUENTES, Chairman
Chairman, Board of Supervisors

ATTEST:

By:_____
SYLVIA BERMUDEZ
Clerk of the Board of Supervisors,
County of Imperial

IMPERIAL COMMUNITY COLLEGE DISTRICT

By:_____
ED GOULD, Ed. D.
Superintendent/President

APPROVED AS TO FORM:

MICHALE L. ROOD
County Counsel

By:_____
GUSTAVO A. ROMAN
Senior Deputy County Counsel