

**Building Skills Partnership**  
**Services Agreement**

This Services Agreement (“Agreement”) is entered into by and between the Building Skills Partnership (“the Contractor”) and the Board of Trustees of the Leadership Training & Education Fund (“the Fund”). The parties hereby agree as follows:

**1) Deliverables: Services & Parameters**

**1a) Services: Training Program Delivery and Management**

The purpose of this Agreement is to set forth the terms under which the Contractor will assist the Fund in providing quality training programs to serve the educational needs of building service workers while also helping building service contractors, building owners and the Property Services Division of the Service Employees International Union (“SEIU”) collaborate in a win-win partnership to provide higher levels of service and meet the needs of a changing industry.

During the period of June 1, 2023, through May 31, 2026, the Contractor will provide services as mutually agreed upon by the Fund and Contractor as set forth in this Agreement.

The Contractor will design, develop and deliver skills and vocational training programs for the employees of building service employers who are making contributions to the Fund through various collective bargaining agreements with local unions of the SEIU. Deliverables and costs shall be negotiated on a yearly basis.

The Contractor shall conduct an annual review of the approved list of programs and associated costs (“Attachment A”), and shall update them as necessary. If during the review it is determined that a program should be added or any listed item requires modification or adjustment, including updates to the costs, the Contractor will present such modifications or adjustments to the Fund for final approval.

See Attachment A for the list of the services and the cost of each service during the period from October 1, 2023, through September 30, 2024.

**1b) Parameters of Delivery**

Instruction will be offered at times and locations convenient to employees on behalf of whom their employers make contributions to the Fund.

The Contractor agrees not to discriminate against applicants or staff or in the administration of any of its programs or services on the basis of race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, lifestyle, age, genetic information, disability, physical appearance, language, educational background, veteran status or any other basis made unlawful by applicable federal, state, or local law.

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During the term of the Agreement, Contractor will carry insurance policies covering at least one (1) million dollars in each of the following: commercial general liability, automobile liability, workers' compensation, and non-profit organization liability insurance not excluding educators' liability. Each and every policy will require 30 days notice of cancellation to the Fund. Additionally, Contractor will name the Fund as an additional insured on the commercial general liability and automobile liability policies. The Contractor will provide the Fund with written evidence of the insurance coverage specified in this paragraph. If the Contractor fails to maintain the insurance coverage specified in this paragraph, then the Fund at its option may require immediate return of all money received by the Contractor from the Fund for services not yet delivered by the Contractor.

**2) Reporting Requirements**

Contractor will make a presentation on the progress of training and training results to the Fund at Fund's annual statewide meeting and at any other time when requested by the Fund.

Contractor will provide information on numbers of workers trained in each program, rates of attendance and graduation, and the impact of training and a financial report on funds expended.

**3) Payment**

**3a) Compensation**

The Contractor shall be compensated for services selected by the Fund (and provided by the Contractor) at the rates outlined in Attachment A.

**3b) Terms of Payment**

The Fund is required to pre-pay for services. With each payment, the Fund will notify the Contractor of the services it is purchasing from the list on Attachment A. If the services for which the Contractor has received payment are not completely delivered by the Contractor within twelve (12) months of the Fund's payment for the services, then the Contractor will credit the money to the Fund for its future purchases within 30 days following the end of that twelve (12) month period, unless the Fund requests a refund.

**4) Indemnification**

Contractor shall indemnify, defend and hold harmless the Fund, its officers, trustees, agents, employees, and assigns from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, workers, and any other person, entity or organization caused

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by any act or omission by or of Contractor, its agents, employees or assigns during the term of this Agreement. Contractor's obligation to defend, indemnify, and hold harmless shall not extend to any claims by any person, entity or organization which is caused by any act or omission of the Fund, its agents, employees or assigns.

**5) Terms of Agreement**

The Contractor will be responsible for providing the services described above. All services and/or reporting requirements are to be completed as set forth in this Agreement. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the parties hereto.

This Agreement is subject to termination by the Fund for any reason at the sole discretion of the Fund upon 60 days written notice to the Contractor.

This Agreement constitutes the entire agreement between the parties.

The undersigned parties, intending to be bound hereby, have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

For the Fund:

For the Contractor:

Jim Beard, LTEF Chair

Luis Sandoval, BSP Executive Director

Andrew Gross-Gaitan, LTEF Co-Chair

Jim Beard Date: 7/15/23

Luis E. Sandoval Date: 7/14/23

Andrew Gross-Gaitan Date: 7/14/23

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During the period of June 1, 2020, through May 31, 2023, the Contractor will provide services as mutually agreed upon by the Fund and Contractor as set forth in this Agreement.

The Contractor will design, develop and deliver skills and vocational training programs for the employees of building service employers who are making contributions to the Fund through various collective bargaining agreements with local unions of the SEIU. Deliverables and costs shall be negotiated on a yearly basis.

The Contractor shall conduct an annual review of the approved list of programs and associated costs (“Attachment A”), and shall update them as necessary. If during the review it is determined that a program should be added or any listed item requires modification or adjustment, including updates to the costs, the Contractor will present such modifications or adjustments to the Fund for final approval.

See Attachment A for the list of the services and the cost of each service during the period from June 20, 2020, through May 31, 2023.

**1b) Parameters of Delivery**

Instruction will be offered at times and locations convenient to employees on behalf of whom their employers make contributions to the Fund.

The Contractor agrees not to discriminate against applicants or staff or in the administration of any of its programs or services on the basis of race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, lifestyle, age, genetic information, disability, physical appearance, language, educational background, veteran status or any other basis made unlawful by applicable federal, state, or local law.

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For the Fund:

For the Contractor:

Jim Beard, LTEF Chair

Luis Sandoval, BSP Executive Director

Andrew Gross-Gaitan, LTEF Co-Chair

Jim Beard Date: 7/15/23

Luis E. Sandoval Date: \_\_\_\_\_

Andrew Gross-Gaitan Date: 7/14/23

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