



County of Santa Cruz

COUNTY ADMINISTRATIVE OFFICE

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SUSAN A. MAURIELLO, J.D., COUNTY ADMINISTRATIVE OFFICER

April 6, 1999

AGENDA: April 13, 1999

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, California 95060

Agricultural Extension Agreement

Dear Members of the Board:

As you may know, the Santa Cruz County Office of Cooperative Agricultural Extension has been jointly supported since 1917 through a Memorandum of Understanding (MOU) between the County of Santa Cruz and the Regents of the University of California. Under the terms of this agreement, the University funds the salaries of professional staff, and the County funds the salaries and benefits of secretarial staff and funds operating facilities, supplies, and equipment.

The University is in the process of updating all County Memoranda of Understanding. County Counsel, Risk Management, and this office worked with the director of Agricultural Extension to revise the MOU, and it is now recommended for approval by your Board. The recommended MOU does not change the County's relationship with the University, but does clarify and update language.

The changes to the MOU include the following:

Page 1: Section A. 1., "The UNIVERSITY agrees to appoint, assign, supervise, and pay the entire salaries and benefits of professional staff of academic Advisors..."

Page 2: Section A.8: "...such injuries to persons or damage to property are due to the negligence of UNIVERSITY, its officers, paid-employees, and/or agents."

Page 2, Section B1: The County agrees to provide annually for such funds as may be reasonably necessary for the support and maintenance of Cooperative Extension in the County: provided, however, that all such funding ~~All such funds~~ shall be subject to ~~conditioned upon~~ availability and ~~are subject to~~ annual appropriation by the Board of Supervisors.

Page 2, Section B1.c: "These funds shall provide for the lease or purchase of office, field, laboratory, photographic, visual aid, and automotive equipment and ~~substantial~~ improvement of facilities."

Page 3, Section B4: ~~Encourage the necessary travel of Cooperative Extension staff to attend training development and administrative meetings that may occur outside the County. These meetings lead to the enhancement of the County's program. Approval for this travel is at the discretion of the County Director.~~

Page 3, Section C3: No notice shall be required for changes in budget allocations by the County as provided by paragraph B 1.

IT IS THEREFORE RECOMMENDED THAT YOUR BOARD approve the attached Memorandum of Understanding between the Regents of the University of California and the County of Santa Cruz regarding the joint support of the Agricultural Extension department, and direct the Chair of the Board to sign the Memorandum on behalf of the County.

Very truly yours,



Susan A. Mauriello
County Administrative Officer

cc: Sonia Varea-Hammond, Cooperative Extension Director

Report to Santa Cruz County Board of Supervisors

<u>SUBJECT</u>	<u>BOARD MEETING DATE</u>	<u>AGENDA NUMBER</u>
Approve and authorize Chair to sign the Memorandum of Understanding between The Regents of the University of California and the County of Santa Cruz to provide a basis for the establishment and maintenance of Cooperative Extension in Santa Cruz County.		
DEPARTMENT: COOPERATIVE EXTENSION		

RECOMMENDATION

It is recommended that the Board of Supervisors approve the attached Memorandum of Understanding between The Regents of the University of California and the County of Santa Cruz and the Board Chair sign the Memorandum of Understanding.

SUMMARY

The Regents of The University of California are in the process of updating all County Memorandums of Understanding. The attached Memorandum of Understanding between The Regents of the University of California and the County of Santa Cruz has been reviewed by Santa Cruz County Risk Management and the departmental budget analyst and the Office of the President, Division of Agriculture and Natural Resources, University of California.

DISCUSSION

Cooperative Extension has been in operation in Santa **Cruz** County since 1917. Cooperative Extension is jointly supported by Santa Cruz County, the University of California, and the United States Department of Agriculture. It is considered to be part of a statewide educational arm of the University of California, Division of Agriculture and Natural Resources. Cooperative Extension in Santa **Cruz** County conducts research and educational programs in the areas of agriculture, family and consumer science, 4-H youth work, and marine science.

The purpose of this memorandum of Understanding is to provide a basis for the establishment and maintenance of Cooperative Extension in the County of Santa **Cruz** and for the operation of multi-county Extension work, when such operations are mutually agreed by County, Director of Cooperative Extension, and other cooperating counties to be in the common interest,

With Cooperative Extension’s 82 years of service, Santa Cruz County’s number one industry, agriculture, and the local environment and population have greatly benefited through Cooperative Extension’s excellent research and education programs and the unique, jointly-funded endeavor will continue to serve Santa Cruz County into the 21st Century.

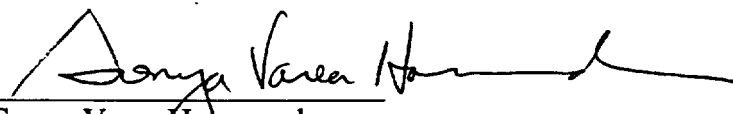
OTHER AGENCY INVOLVEMENT

The Santa **Cruz** County Cooperative Extension; The **Office** of the President, Division of Agriculture and Natural Resources, University of California; and the budget analyst and Risk Manager of Santa Cruz County have worked together in the preparation of this Memorandum of Understanding.

FINANCING

The University of California agrees to pay entire salaries of professional staff of academics Advisors for the operation of Cooperative Extension in the County of Santa Cruz. The University will provide Workers' Compensation Insurance for all University of California personnel.

The County of Santa **Cruz** agrees to provide Salaries, Wages, and Benefits for secretary or clerical, and general assistance personnel. County shall provide all benefits and Worker's Compensation Insurance for County personnel. The County shall provide **funds** for operating facilities, supplies and equipment per the MOU.



Sonya Varea Hammond
Sonya Varea Hammond
County Director/Department Head

Attachment

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is executed this 2nd day of March, 1999, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter referred to as UNIVERSITY, and the COUNTY OF SANTA CRUZ, hereinafter referred to as COUNTY, to provide a basis for the establishment and maintenance of Cooperative Extension in the COUNTY, and for the operation of multi-county Extension work, when such operations are mutually agreed by COUNTY, Director of Cooperative Extension, and other cooperating counties to be in the common interest. Pursuant to Section 32330 of the Education Code of the State of California, which provides for the appropriation of County funds by County Boards of Supervisors for the support and maintenance of Extension work in Agriculture, Home Economics, and 4-H Youth Development for the benefit of the County in cooperation with the University, the COUNTY has established an office and is now serving the people of the County. It is deemed desirable that this Memorandum be executed for the purposes of specifying the existing method of operation of Cooperative Extension. It is not the purpose of the Memorandum to make substantial changes in the present operation of said organization.

A. The UNIVERSITY agrees to:

1. Appoint, assign, supervise, and pay the entire salaries and benefits of a professional staff of academic Advisors for the operation of Cooperative Extension in the County. The number of such Advisors shall be determined by UNIVERSITY, or the designated representative, and shall be conditioned upon the availability of funds and the continued financial support of such program by the COUNTY. The UNIVERSITY at its discretion for special programs may assign and pay the salaries of other staff.
2. Conduct an educational program in Agriculture and Natural Resources, Home Economics, and 4-H Youth Development.
3. Provide specialist assistance and linkage to the academic staff of the Agricultural Experiment Station, linkage to research-based training, and educational guidance for Cooperative Extension personnel assigned to the County.
4. Designate one member of the County Cooperative Extension staff as County Director who will represent, and be responsible to, the Director of Cooperative Extension in all matters relating to the operation and conduct of the County program of Cooperative Extension of the UNIVERSITY.
5. Provide Worker's Compensation Insurance for all personnel paid by the UNIVERSITY.
6. Provide evidence of public liability and property damage insurance or equivalent funded self-insurance to protect against liability arising out of the acts or failure to act of its officers, agents, paid employees, and other persons under its supervision and control in the scope and course of performance of official UNIVERSITY business. Such insurance or self-insurance shall name the COUNTY as an additional insured but only in respect to

the negligent acts or omissions of UNIVERSITY, its officers, agents, employees, or other persons under its supervision and control.

7. Be responsible for proper use, custody, and care, but not maintenance, of County-owned equipment and supplies that are furnished by purchase or otherwise by the COUNTY to the County Cooperative Extension staff for its official work. Such custody and care of equipment and supplies shall take into account any normal use, depreciation, expendability, and accidental and unavoidable loss in accordance with usual COUNTY fiscal and inventory procedures.
8. Indemnify, hold harmless, and defend COUNTY, its officers, employees, and agents from and against any and all losses and expenses (including costs of attorney's fees) by reason of liability imposed by law upon COUNTY for damage because of bodily injury, personal injury, including death any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this agreement, in proportion to and provided such injuries to persons or damage to property are due to the negligence of UNIVERSITY, its officers, employees, and/or agents.

B. The COUNTY agrees to:

1. Provide annually for such funds as may be reasonably necessary for the support and maintenance of Cooperative Extension in the COUNTY; provided, however, that all such funding shall be subject to availability and annual appropriation by the Board of Supervisors.

The use of such funds shall include, but not be limited to, the following:

- a) Salaries, Wages, and Benefits: These funds shall be used for secretarial, clerical, and program representative personnel and may be used for the employment of general assistance personnel, such as field help, laboratory assistants, and technical support. Such personnel shall be employed and paid by the COUNTY. COUNTY shall provide all benefits and Worker's Compensation Insurance for all personnel paid by the COUNTY.
- b) Maintenance and Operation: These funds shall be used for the usual operating, maintenance, and upkeep costs of COUNTY offices, equipment, and transportation of the County Cooperative Extension staff in their official duties. Among these items are office rent, if applicable; custodial services; office supplies and printing; automobile, travel, and subsistence expenses; public utilities; laboratory, field test, and demonstration materials; photographic supplies; freight and express; postage, and other maintenance and operation expenses.
- c) Capital Outlay: These funds shall provide for the lease or purchase of office, field,

laboratory, photographic, visual aid, and automotive equipment and improvement of facilities.

- d) Liability: Provide evidence of public liability and property damage insurance or equivalent funded self-insurance to protect against liability arising out of the acts or failure to act of its officers, agents, paid employees, and other persons under its supervision and control in the scope and course of performance of COUNTY business. Such insurance or self-insurance shall name the UNIVERSITY as an additional insured, but only in respect to the negligent act or omissions of COUNTY, its officers, agents, employees, or other persons under its supervision and control.
 - e) Indemnification: The COUNTY shall hold the UNIVERSITY, its agents, officers, employees, and volunteers harmless from, save, defend, and indemnify the same against any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related cost and expenses, including reasonable attorneys fees, arising directly or indirectly out of its obligations under this agreement. If such indemnification becomes necessary, the County Counsel for the COUNTY shall have the absolute right to approve any and all counsel employed to defend it.
2. Provide adequate, secure, and appropriate office, laboratory, storage, and conference space in a mutually agreed upon location.
 3. Honor and accept the County Director as the duly authorized representative of Cooperative Extension. The County Director is a Department Head for the COUNTY and responsible for the expenditure of the budgeted funds to be used for the support and maintenance of Cooperative Extension.

C. Both parties agree that:

1. In accordance with University policy and applicable State and Federal laws, not discriminate in any of their policies, procedures, or practices on the basis of race, color, creed, national origin, citizenship, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (as defined in Section 12926 of the California Government Code), ancestry, or marital status, and in accordance with applicable law be an affirmative action/equal opportunity employer.
2. The program will be identified as “University of California and SANTA CRUZ COUNTY Cooperative Extension”.
3. This agreement shall be effective upon execution and shall continue in full **force** and effect until notice of cancellation is given in writing by either of the parties hereto, to the other, said notice to be given on or before six months before the termination. No notice shall be required for changes in budget allocations by the COUNTY as provided by Paragraph B.
 - 1.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By : Toby R Winer
Toby R. Winer - 5 - r - q
Assistant Vice President - Administration
Division of Agricultural and Natural Resources

COUNTY OF SANTACRUZ

By: _____
Jeff Almquist, Chairperson
Board of Supervisors

APPROVED:

Date: _____

ATTEST:

Susan **Rosario**, Clerk to the Board of Supervisors

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Gale M. Scott, Asst.
Dwight Herr, County Counsel

APPROVED BY RISK MANAGEMENT:

Janet McKinley, Risk Manager