



OFFICE OF THE VICE-PRESIDENT —
AGRICULTURE AND NATURAL RESOURCES

OFFICE OF THE PRESIDENT
Division of Agriculture and Natural Resources
1111 Franklin Street, 10th Floor
Oakland, California 94607-5200

LOCAL AGREEMENT

between

The Regents of the University of California

and

the County of San Mateo

for a

Partnership

for the

Provision of the University of California Cooperative Extension Program

Dated July 1, 2014

This Local Agreement ("LA" or "agreement") is executed this 1st day of July, 2014, by and between The Regents of the University of California ("University"), and the County of San Mateo ("San Mateo County") and is in effect until June 30, 2017.

WITNESSETH:

WHEREAS, the University of California (UC) is one of the finest educational and research institutions in the world and;

WHEREAS, the University is part of the nation's Land-Grant University System as established by the Morrill Act of 1862 and;

WHEREAS, the University's division of Agriculture and Natural Resources (ANR) is a statewide network of researchers and educators dedicated to serving all Californians by the creation, development and application of knowledge of healthy food systems, healthy environments, healthy communities and healthy Californians and;

WHEREAS, ANR is one of the principal vehicles by which the University may deliver to the citizens of California the benefits of its research into healthy food systems, healthy environments, and healthy communities; and by which Californians may bring new problems and priorities to the University for research and resolution and;

WHEREAS, the University recognizes the value of the many State and Local services provided by the 58 Counties that make up the State of California and;

WHEREAS, in the execution of its mission ANR collaborates with local county governments and thus its program is collectively referred to as “University of California Cooperative Extension” (UCCE) and;

WHEREAS, the UC Cooperative Extension program is designed to meet the State’s highest priority needs in the areas of healthy food systems, healthy environments, healthy communities and healthy Californians and;

WHEREAS, the UC Cooperative Extension program has always sought the involvement and counsel of local citizens in the conduct of its educational programs and;

WHEREAS, in the execution of the UC Cooperative Extension program University appropriations (e.g., general and special state funds, federal formula funds, extramural contract and grant awards, endowments, and fundraising revenue) are expended locally, thereby further benefitting the cooperating County and;

WHEREAS, the County of San Mateo recognizes the value of the UC Cooperative Extension program to its citizens and intend that this program be delivered in its County and;

WHEREAS, Section 32330 of the Educational Code of the State of California provides for the appropriation of County funds by County Boards of Supervisors for the support and maintenance of the UC Cooperative Extension program for the benefit of County and;

WHEREAS, San Mateo County agrees to support delivery of the UC Cooperative Extension program to its community and;

WHEREAS, San Mateo County has authority to enter into this LA;

NOW THEREFORE, in consideration of the terms and conditions contained herein, San Mateo County and University do hereby agree to cooperate in the delivery of the UC Cooperative Extension program as follows.

I. PARTIES

A. The parties to this LA are:

1. The Regents of the University of California, and
2. The County of San Mateo.

B. Each party certifies that it intends to, and does, contract with the other party that is a signatory to this LA.

II. PURPOSE

- A. The purpose of this LA is to memorialize the University's agreement to provide the UC Cooperative Extension program to San Mateo County, as well as the commitment of San Mateo County to support the University in the provision of such Program, which will be identified as "University of California Cooperative Extension, San Mateo County Partnership."
- B. The County of San Mateo's Board of Supervisors memorialize their commitment under this LA by approval of Resolution Number _____, adopted effective July 1, 2014 and in effect until June 30, 2017.

III. RESPONSIBILITIES OF THE UNIVERSITY

University agrees to do the following, conditioned upon receipt of the below-described support from San Mateo County as well as upon University's access to continued funding from state and federal sources, as well as other external funders. Such County support may include but is not limited to the provision of in-kind (tangible, non-monetary) resources as well as direct (monetary) funding.

- A. Deliver University knowledge to San Mateo County for the benefit of its citizens through a cadre of UC Cooperative Extension educational and applied research programs, as further described in Attachment A, *Cooperative Extension Program Provided by the University*.
- B. Continually improve the UC Cooperative Extension program in San Mateo County by revising it as new University research is directly accessed by Advisors (University academics).
- C. Appear before the San Mateo County's Board of Supervisors to inform them of the progress and accomplishments of the UC Cooperative Extension programs in County.
- D. Expend a portion of University appropriations (e.g., general and specific state funds, federal formula funds, extramural contract and grant awards, endowments, and fundraising revenue) in San Mateo County; thereby realizing even greater programmatic impact locally.
- E. Appoint, assign, supervise, and pay the entire salaries and benefits of a professional staff of Advisors (University academics) for the operation of the UC Cooperative Extension program in San Mateo County. The appointment, number and assignment of such academics shall be determined by the University. County participation in this process will be invited as further detailed in Attachment C, *County Leadership Advisory Committee*. At its discretion, the University may assign and pay the salaries of other personnel, both academic and non-academic.
- F. Based on their area of subject-matter expertise, designate individual Specialists (University campus academics) as partners to specific UC Cooperative Extension program Advisors. In this way, Advisors may effectively access greater University of California campus resources for the benefit of San Mateo County.

- G. Provide access to the resources of the University's division of Agriculture and Natural Resources, including but not limited to the nine (9) Research and Extension Centers (RECs) located throughout California.
- H. Submit to San Mateo County the following written reports on or around the start of the UC Cooperative Extension program year (e.g., January 1) which will include:
 - 1. UC Cooperative Extension County Partnership *Plan of Work* detailing the public service and research programs to be provided by the University in the coming year.
 - 2. UC Cooperative Extension County Partnership *Report of Work* detailing the educational and research activities provided by the University in the past year, along with the impact thereof.
 - 3. The *Plan of Work* and the *Report of Work* are the principal reports and/or administrative requirements to which University will be subject under this LA. San Mateo County understands and agrees that a reduction in reporting and other administrative burden borne by the University is critical to the success of this LA. Accordingly, University will not provide, and San Mateo County will not require the University to submit other substantive reports and/or administrative documents.
- I. Designate one University employee as the Director of UC Cooperative Extension ("UCCE Director") for the San Mateo County Partnership, who will represent and be responsible to the University's Associate Vice President for all matters relating to the operation and conduct of the UC Cooperative Extension program in San Mateo County.
- J. Provide organizational framework and support associated costs necessary to conduct the UC Cooperative Extension program in conformance with statute and University policy, including but not limited to:
 - 1. Application of University Environmental Health and Safety (EH&S) standards, including assistance of University EH&S professional staff and provision of certain resources.
 - 2. Application of University Risk Management and Background Investigation standards, especially as they pertain to youth protection.
 - 3. Application of University management standards for accounting, budgeting, contracts and grants, development, human resources, legal affairs, information technology and other administrative matters.
 - 4. Vehicles procured by the University at rates reflective of the University's buying power and/or procurement of other transportation resources as necessary.
 - 5. Equipment, supplies and other miscellaneous necessities at rates reflective of the University's buying power.

6. Travel arrangements for UC Cooperative Extension program personnel to attend programmatic and professional meetings at rates reflective of University's buying power.
 7. Off-site University staff for performance of all centralized administrative tasks associated with UC Cooperative Extension program delivery to San Mateo County that can be centralized.
 8. Future incremental costs increases associated with all of the above.
- K. Be responsible to San Mateo County for expenditure of County funds and/or use of County resources. As well, be responsible for proper use, custody, and care of in-kind (tangible, non-monetary) resources that San Mateo County may dedicate to the UC Cooperative Extension program.

IV. RESPONSIBILITIES OF SAN MATEO COUNTY

In recognition of the value of the UC Cooperative Extension program and the value of San Mateo County's services, the parties agree to work as a team to mutually support the local delivery of the UC Cooperative Extension program. This collaboration will be organized under the auspices of the San Mateo County Leadership Advisory Committee, as further described in Attachment C. San Mateo County agrees to provide annually all agreed upon support necessary for the local delivery of those programs in accordance with the *Plan of Work*. This includes, but is not limited to, provision of the following.

- A. Development of the annual UC Cooperative Extension San Mateo County Partnership budget in association with the UC Cooperative Extension Director.
- B. Provision of direct (monetary) funding as per the below and as memorialized in a separate annual agreement *Direct (Monetary) Support Provided by San Mateo County* (Attachment B).
 1. San Mateo County authorizes the University to expend such funds as the University judges to be necessary for the local delivery of the UC Cooperative Extension program.
 2. Direct funding will be transferred from San Mateo County to the University on a biannual basis in an amount stated in Attachment B for the period July 1, 2014 to June 30, 2017.
 3. San Mateo County will make the first fund transfer on or before the start of the UC Cooperative Extension program year (i.e., July 1), but in any event, no later than the 31st day of that program year; the second fund transfer will be made six (6) months thereafter.
 4. San Mateo County acknowledges that University will commingle all direct funding received from San Mateo County, and that University will manage that direct funding as a single, indivisible account. Accordingly, San Mateo County understands that the

University cannot and will not provide further detailed information specific to direct funding received from San Mateo County.

5. San Mateo County acknowledges that University may retain unexpended funds (if any) for use in subsequent fiscal years, subject to the original requirements of those funds, to the active status of this agreement, and to the University's continued provision of programs in San Mateo County as described in this agreement. In the event that this agreement is terminated in accordance with below Section VII.G., *Termination*, the University will return any uncommitted and/or unexpended funds provided by San Mateo County.
 6. In the event that University purchases supplies and equipment with direct funding provided by San Mateo County, title to such supplies and equipment shall vest in the University.
- C. For a limited period of time, provision of in-kind (tangible, non-monetary) resources in the form of fully-functional and fully-serviced office space at San Mateo County's Stone Pine location in Half Moon Bay, California.
1. San Mateo County's provision of this resource for use by the University shall not be deemed to convey to the University any interest in said office space.
 2. San Mateo County is a lessee of the Stone Pine office space. Accordingly, the County agrees to make such office space available only for the remaining period of the County's lease, e.g., from the effective date of this MOU through June 30, 2015.
 3. The University agrees to vacate San Mateo County's Stone Pine location in Half Moon Bay on or before June 30, 2015, and to secure other space as the University may require, without the assistance of the County.
 3. As San Mateo County will not be able to provide the University with office space after June 30, 2015, San Mateo County agrees to increase the University's budget for direct (monetary) funding effective July 1, 2015, to offset space costs that will become the responsibility of the University. The University understands and agrees that such increase to the level of direct funding provided by San Mateo County will be subject to the County's usual processes and procedures for budget approval.

V. RESPONSIBILITIES OF THE UC COOPERATIVE EXTENSION DIRECTOR

- A. The UC Cooperative Extension Director is the individual to whom the University has delegated programmatic and administrative decision-making authority, specifically including, but not limited to, authority over fiscal and human resource matters at the local level.
- B. San Mateo County recognizes the UC Cooperative Extension Director as the duly authorized representative of University, and the principal University representative for all matters relating to this LA.

- C. The UC Cooperative Extension Director's range of responsibility and authority will specifically include (but will not be limited to) the following:
 - 1. The proper allocation and management of all resources provided by San Mateo County for local delivery of the UC Cooperative Extension program, and
 - 2. The proper allocation, use, custody, and care of all in-kind (tangible, non-monetary) resources dedicated to the UC Cooperative Extension program by San Mateo County.
- D. San Mateo County understands and agrees that a reduction in reporting and other administrative burden borne by the University is critical to the success of this LA. Accordingly, with the exceptions of the *Plan of Work* and the *Report of Work*, University will not provide, and San Mateo County will not require the University to submit other substantive reports and/or administrative documents.

VI. COMMITMENT TO THE UC COOPERATIVE EXTENSION PARTNERSHIP

- A. The UC Cooperative Extension program is a partnership between San Mateo County and University for the development and delivery of beneficial research and education programs to the people of San Mateo County.
- B. Accordingly, San Mateo County will support the University's operating cost of the local UC Cooperative Extension program as described above. San Mateo County acknowledges that University cannot replace such operating support provided by San Mateo County.
- C. In the course of San Mateo County's annual budget processes, University will advise San Mateo County of the minimum level of financial support required to deliver UC Cooperative Extension programs, based on the current Plan of Work. San Mateo County will then collaborate with University to agree upon the specific level of support to be appropriated to UC Cooperative Extension in the subject program year. In determining such amount, University will work with San Mateo County, making every effort to accommodate budget restrictions to which San Mateo County may be subject. In turn, San Mateo County will recognize University's responsibility to maintain program quality and efficiency.
- D. In the event that San Mateo County declines to provide the minimally adequate level of support as established by University, University will discontinue all UC Cooperative Extension programs and remove all UC Cooperative Extension personnel from San Mateo County. In the unlikely event that this should occur, San Mateo County and University will abide by the conditions of the below Section VII.G., *Termination*.
- E. University's fulfillment of this LA is specifically conditioned upon San Mateo County's timely provision of support to University, as well as University's access to continued funding from other sources (e.g., State, Federal, etc.).

VII. GENERAL TERMS AND CONDITIONS

- A. *Non-Discrimination:* The parties agree, in accordance with University and San Mateo County's policies, as well as applicable State and Federal laws, not to discriminate in any of their policies,

procedures, or practices on the basis of race, color, national origin, religion, sex, gender, gender expression, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services. In accordance with applicable law, each party shall be an affirmative action/equal opportunity employer.

- B. *Confidentiality:* The parties may receive certain private information in the normal course of work under this LA (e.g., home addresses of program participants, etc.). Such private information will be held in confidence to the greatest extent permissible under federal and state law and each party's internal policies.
- C. *Clarification of Duties:* All parties agree that the UC Cooperative Extension program is an educational arm of the University. Accordingly, the University and its agents do not play a role in regulatory enforcement.
- D. *Fiscal Year:* The fiscal year applicable to this LA will be July 1 through June 30.
- E. *Term:* This LA will be in effect for three (3) years, commencing July 1, 2014 and concluding June 30, 2017. At the end of this period, this LA may be reissued for another three (3) year period with the written approval of both parties.
- F. *Modification/Amendment:* This LA may be modified or amended with the written approval of both parties, provided that the party proposing a modification or amendment submits the same in writing to the other party at least one hundred eighty (180) days in advance to allow for consideration of said proposal.
- G. *Termination:*
 - 1. Either party may terminate their participation in this LA without cause. A party's intent to terminate must be specifically communicated by giving one hundred eighty (180) days advance written notice to the other party.
 - 2. Subject to the written mutual agreement of both parties, termination by a party may be effectuated with less than one hundred eighty (180) days advance written notice to the other party.
 - 3. If San Mateo County terminates participation in this LA, University will withdraw the entire UC Cooperative Extension program from San Mateo County. Under such circumstances, UC Cooperative Extension program services provided in neighboring Counties will not be available to citizens of San Mateo County after it has withdrawn its support.

- H. *Severability and Validity of Agreement:* If a portion, term, condition or provision of this LA is determined by a court to be illegal or in conflict with a law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected.
- I. *Entire Agreement:* This LA and the Attachments hereto constitute the entire agreement between San Mateo County and University concerning the subject matter hereof. There are no warranties, representations, covenants or agreements, expressed or implied, between the parties except those expressly set forth in this LA. Any amendments or modifications of this LA shall be in writing as described above.
- J. *Assignment:* The rights and duties of the parties to this LA may not be assigned or delegated.
- K. *Governing Law:* This LA will be governed by and construed in accordance with the laws of the State of California.
- L. *Execution in Parts or Counterparts:* This LA may be executed in counterparts by each party hereto and is effective upon execution. All counterparts will constitute but one and the same instrument. Copies of signed counterparts will have the same validity as an original signature.

VIII. INDEMNIFICATION

- A. The University shall defend, indemnify and hold San Mateo 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 LA, 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 University, its officers, agents or employees.
- B. San Mateo County shall defend, indemnify and hold The 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 LA, 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 San Mateo County, its officers, agents or employees.

IX. INSURANCE

The parties will individually insure their activities in connection with this LA by maintaining programs of self-insurance or obtaining, keeping in force, and maintaining insurance as follows:

- A. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of one million dollars (\$1,000,000.00) per occurrence.

- B. If the above insurance is written on a claims-made form, it shall continue for three (3) years following the date of termination of this LA. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this LA.
- C. Business Automobile Liability Self-Insurance Program for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence.
- D. Workers' Compensation and Employers Liability Insurance in a form and amount covering each respective party's full liability under the Workers' Compensation and Insurance and Safety Act of the State of California as amended from time to time.
- E. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of San Mateo County and the University against other insurable risks relating to performance.
- F. Coverage required under this Section shall not limit the liability of any party.
- G. Coverage referred to in this Section shall include the other party as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent or intentional acts or omissions of the insuring party, its officers, employees and agents. Upon request, either party shall furnish the other party with Certificates of Insurance or Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days advance written notice to the other party of any modification, change, or cancellation of any of the above insurance coverage.

X. INSURANCE COVERAGE FOR VOLUNTEERS/AGENTS OF THE UNIVERSITY

For purposes of this LA, University volunteers are considered agents of the University, and therefore are covered for their negligent or intentional acts or omissions by University's general liability self-insurance program while acting in the course and scope of their volunteerism for the University.

XI. CRIMINAL HISTORY AND IDENTITY CHECK OF UNIVERSITY VOLUNTEERS

- A. As described in its [Background Investigation Manual](#), the University strives to ensure the safety of everyone involved in its programs, especially youth. As a part of this effort, University requires a criminal history and identity check (i.e. fingerprinting) and submission of fingerprints to the Department of Justice, and/or the Federal Bureau of Investigation for certain personnel, volunteers, and/or agents of University. University will be responsible for:
 - 1. Determining whether such fingerprinting is required,
 - 2. Obtaining the volunteers' fingerprints, and
 - 3. Obtaining criminal background clearance from the appropriate agency. University reserves the right to decline the participation of any individual that does not pass the background clearance review to University's satisfaction.

- B. San Mateo County agrees to be responsible for criminal history and identity check review of all of its agents as San Mateo County deems appropriate. San Mateo County understands that University accepts no responsibility or liability for criminal history and identity check review of the agents of San Mateo County.
- C. San Mateo County agrees to inform University of any aspect of its operations that might present a risk to youth (e.g., convicted felony sex offender on staff, etc.).

XII. NOTICES

Any notice required or permitted to be given under this LA shall be in writing and shall be conclusively delivered to the other party at the following respective addresses.

A. For University:

Virginia L. Bolshakova, UCCE Director, San Mateo/San Francisco Counties
University of California, Agriculture and Natural Resources
80 Stone Pine Road, Suite 100, Half Moon Bay, CA 94019

B. For San Mateo County:

SaraT. L. Mayer, Director of Public Health, Policy and Planning
County of San Mateo
225 – 37th Avenue, San Mateo, CA 94403

In witness whereof, the parties have executed this LA as of the latest date of execution set forth below.

COUNTY OF SAN MATEO

David Pine
President, Board of Supervisors, San Mateo County

Date

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Jake McGuire
Controller
University of California, Agriculture and Natural Resources

Date

Reviewed and Recommended

For Virginia L. Bolshakova
Director, UCCE San Mateo/San Francisco Counties
University of California, Agriculture and Natural Resources

Date

ATTEST:

By: _____
Clerk of Said Board

Attachment A

Cooperative Extension Program Provided by University

University will issue an annual *Plan of Work* with detailed and specific descriptions of UC Cooperative Extension programs for San Mateo County in the coming three program years. These programs will serve the citizens of San Mateo County by providing science based research, education and public service that will promote solutions problems in agriculture, natural resources (including environmental quality), food and nutrition, food safety and youth development.

In the course of their work, UC Cooperative Extension Advisors (University academics) and Program Representatives (University staff) will deliver a range of locally-relevant programs focusing on farm; environmental, nutrition, 4-H youth development, science literacy and Master Gardeners. Advisors and Program Representatives will use workshops, public meetings, newsletters, the mass media and other communication tools to bring needed information to San Mateo County. Further, Advisors and Program Representatives will use collaborative partnerships with government and private agencies to extend the reach of their programs. Finally, Advisors and Program Representatives may collaborate with UC campus-based Cooperative Extension program Specialists and Agricultural Experiment Station scientists to research, adapt and field-test agricultural improvements or solutions and promote the use of research findings in San Mateo County.

Subject to availability of required resources, UC Cooperative Extension would implement programs with the following areas of emphasis.

Agriculture and Natural Resources: Research and education programs that meet local agriculture and natural resource needs, focused on enhancing the agricultural productivity and competitiveness of San Mateo County and protecting water, land and air resources. Together with farmers, pest control Advisers and industry representatives; current and emerging agricultural opportunities and problems would be identified.

Nutrition, Family and Consumer Sciences: Offering opportunities for families, individuals, and youth to enhance their quality of living by providing resources that support independence and self-sufficiency, health maintenance and obesity/diabetes prevention. These Advisors may also provide information on food safety, food preparation, food preservation and budgeting for food security.

Master Gardeners: University-trained volunteers providing advice and support for local gardeners. Through volunteers, Advisors overseeing the UC Cooperative Extension Master Gardener Program will extend research-based information about home horticulture and pest management to the citizens of San Mateo County.

4-H Program: Encompassing a wide variety of educational and enrichment experiences to help young people discover and develop their potential. 4-H Youth Development Program Advisors provide meaningful, learn-by-doing educational activities to children in 4-H clubs and/or to children participating in school enrichment and after-school programs. Citizenship and science literacy including biology, math and engineering are thrusts of the program.

The University will service San Mateo County and will allocate the resources of the UC Cooperative Extension County Partnership in a manner roughly proportionate to the level of support provided by San Mateo County. While the University will endeavor to respond to the highest needs of San Mateo County, it is understood not all needs can be met given the limitation on available resources.

Attachment B
Direct (Monetary) Support Provided by San Mateo County

For the three-year term of this Local Agreement, San Mateo County agrees to execute a separate annual one-year agreement similar to the sample provided below, recording the specific amount of direct (monetary) funding that San Mateo County agrees to provide in support of this LA for the relevant fiscal year. This agreement is written for a three-year term, but shall be updated annually to comply with the University's administrative requirements.

The UNIVERSITY and COUNTY hereby amend their Local Agreement dated _____ to incorporate the following as provided for in Article IV.B of the Local Agreement and agree to provide services and funding as described hereunder.

A. Project Identification No.: UCCE County Partnership

B. _____ COUNTY P.O. No.: _____
(if applicable)

C. Project Start Date: July 1, 2014

Project End Date: June 30, 2017

D. Project Title: UC Cooperative Extension County Partnership Support

Description of Services: Delivery of Cooperative Extension Programs as further detailed in Local Agreement Attachment A, *Cooperative Extension Program Provided by the University*.

E. Invoicing/Payment Schedule:

UNIVERSITY to submit invoice(s) for advance payment to COUNTY to the attention of - Anessa Farber, Financial Services Manager, Public Health, Policy and Planning; 225 37th Avenue, San Mateo, CA 94403; on the schedule shown below.

COUNTY to make checks payable to The Regents of the University of California and mail to: Cashier's Office, University of California, PO Box 989062 West Sacramento, California 95798-9062.

Payment Schedule:

Amount	Date Due
69,000	July 1, 2014
71,000	July 1, 2015
71,000	January 1, 2016
71,000	July 1, 2016
71,000	January 1, 2017

Total Fixed Price Amount: **\$353,000**


F. Other Documents attached and made part of this Exhibit (initial those that apply and are attached):

COUNTY UC

Certificate of Insurance
Any Additional Sheets for Items A-E

In witness whereof, the parties have executed this Exhibit on the day and year written below. Agreed and Accepted.


COUNTY OF SAN MATEO


Sara T. L. Mayer, Director, Public Health, Policy and
Planning

Date:

5/22/14

**THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA**


Kathleen Nolan, Director, ANR Office of Contracts &
Grants

Date:

5/20/14

Attachment C
San Mateo County Leadership Advisory Process

- I. *Purpose:* The San Mateo County Leadership Advisory Process provides a forum for ongoing direct communication between San Mateo County and the University's Cooperative Extension (UCCE) Director.
 - A. The San Mateo County Leadership Advisory Process provides a streamlined process for the UCCE Director to inform San Mateo County of local programmatic impacts of UCCE activities and to advise them of current and future programmatic needs. The Director of Public Health, Policy and Planning, as the Contract Administrator and Advisory member will receive an annual *Report of Work* on the previous year's accomplishments and impacts from the previous annual *Plan of Work*.
- II. *Membership:* San Mateo County will be represented in the Advisory Process by the Director of Public Health, Policy and Planning or her designee.
- III. *Meetings:* The UCCE Director will convene an Advisory meeting a minimum of two (2) times per year.
- IV. *Budget Development:* Prior to this agreement reaching the end of its term in 2017, the UCCE Director and the Director of Public Health, Policy and Planning will convene to discuss the University and San Mateo County's on-going relationship and the establishment of a new agreement.
- V. *Local Leadership of UCCE – Selection of New UCCE Director:* When/if assignment of a new UCCE Director is required; the current UCCE Director will invite a representative of San Mateo County to meet the candidates for the new UCCE Directorship position.
- VI. *Local Leadership of UCCE – Incumbent UCCE Director's Review:* At the time of his/her annual review, the incumbent UCCE Director will invite the Director of Public Health, Policy and Planning's input on their service to San Mateo County and the general performance of the Director.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons.
- ☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: **Executive Director Linda Manton**

Name of Contractor(s): **University of California, Agriculture and Natural Resources**

Street Address or P.O. Box: **1111 Franklin Street, Oakland, CA 94607**

City, State, Zip Code:

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Title of Authorized Official:

Controller

Date:

5/10/14

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

County of San Mateo – Fingerprinting Certification Form

DATE: 5/12/2014

AGREEMENT WITH: University of California

FOR: The Local Partnership Agreement will improve UCCE Program's services in San Mateo County through the realization of economies of scale by co-locating office and programmatic space in a single new location and by hiring all UCCE Program staff as University of California Employees and thereby sharing positions within the region, not limited to one county. The Local Partnership Agreement outlines a process so that the County has an increased role in UCCE Program priority development through the Advisory Agreement and realigns local priorities and UCCE Program activities on an annual basis to ensure there is no duplication of efforts between the UCCE Program and County programs.

Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors employees, assignees and subcontractors or volunteers have contact.

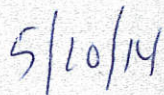
NAME: Jake McGuire

TITLE: Controller

SIGNATURE:



DATE:



**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	University of California	Phone:	510-987-0103
Contact Person:	Catherine Montano	Fax:	510-987-0998
Address:	1111 Franklin Street #10126 Oakland, CA 94607	Email:	catherine.montano@ucop.edu
		Number of employees:	

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- ☒ Contractor complies with the County's Equal Benefits Ordinance by:
- ☒ offering equal benefits to employees with spouses and employees with domestic partners.
 - ☐ offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ Contractor does not comply with the County's Equal Benefits Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- ☒ No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- ☒ Contractor complies with the County's Employee Jury Service Ordinance.
- ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ the contract is for \$100,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.
 - ☐ Contractor has no employees.
 - ☐ Contractor has no employees who live in San Mateo County.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Date

Jake McGuire, Controller

Name

Controller

Title