

*Local Agreement between The UC Regents and the  
County of San Mateo for the Provision of the  
UC Cooperative Extension Program*

UNIVERSITY OF CALIFORNIA

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SANTA BARBARA • SANTA CRUZ

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, 2021**

This Local Agreement ("LA" or "agreement") is executed this 1<sup>st</sup> day of July, 2021, 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, 2023.

### 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

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**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.

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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 memorializes their commitment under this LA by approval of Resolution Number \_\_\_\_\_, adopted effective July 1, 2021 and in effect until June 30, 2023.

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.



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- 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., July 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.



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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 increase 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, 2021 to June 30, 2024.
  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 31<sup>st</sup> 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

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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.

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.



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- 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. University will be the sole determiner of the minimum support needed to support the UC Cooperative Extension program.
- 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 (which includes pregnancy, childbirth, and medical conditions related to pregnancy or childbirth), 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.



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- E. *Term:* This LA will be in effect for approximately two (2) years, commencing July 1, 2021 and concluding June 30, 2023. At the end of this period, this LA may be reissued for another two (2) 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.
- 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.

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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)



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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:

UCCE San Mateo  
ATTN: Frank McPherson, Bay Area County Director  
1500 Purisima Creek Road  
Half Moon Bay, CA 94019



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B. For San Mateo County:

County of San Mateo  
ATTN: Cassius Lockett, PhD,  
Director of Public, Health Policy and Planning  
225 – 37<sup>th</sup> Avenue, 1<sup>st</sup> Floor, Room 178  
San Mateo, CA 94403

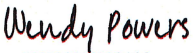
In witness whereof, the parties have executed this LA as of the latest date of execution set forth below.

COUNTY OF SAN MATEO

\_\_\_\_\_  
David Canepa  
President, Board of Supervisors, San Mateo County

\_\_\_\_\_  
Date


THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

DocuSigned by:  
  
9E832A39209C4C9  
\_\_\_\_\_  
Wendy Powers  
Associate Vice President  
University of California, Agriculture and Natural Resources

**5/3/2021**

\_\_\_\_\_  
Date

*Reviewed and Recommended*

  
5F8DFECBCA434E5  
\_\_\_\_\_  
Frank McPherson  
UCCE Bay Area County Director  
University of California, Agriculture and Natural Resources

**5/4/2021**

\_\_\_\_\_  
Date

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

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**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 two 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.



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

For the two-year term of this Local Agreement, the parties hereby execute the below two-year funding agreement, recording the specific amount of direct (monetary) funding that San Mateo County agrees to provide in support of this LA for the fiscal years 2021-2023.

**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, 2021

**Project End Date:** June 30, 2023

**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 37<sup>th</sup> 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: UC Davis AR Lockbox, PO Box 741816, Los Angeles, CA 90074-1816.

**For the Local Agreement (LA)**

Amount	Date Due
\$72,100	August 1, 2021
\$72,100	January 1, 2022
\$72,100	August 1, 2022
\$72,100	January 1, 2023

Total Fixed Price Amount: **\$288,400**

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

COUNTY      UC

x	
x	

Certificate of Insurance

Any Additional Sheets for Items A-E

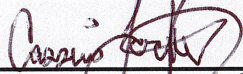
**Attachment D – Emergency Response Plan**

**Attachment SP**



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

COUNTY OF SAN MATEO



Cassius Lockett, PhD,  
Director, Public Health, Policy and Planning

Date: 5/5/2021

~~THE REGENTS OF THE UNIVERSITY OF CALIFORNIA~~



BC4A914507424E3

Kathleen Nolan, Director, ANR Office of Contracts &  
Grants

5/3/2021  
Date: \_\_\_\_\_

**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 Advisory Process will also review evaluations, research, newsletters and other media materials and suggest communication strategies to increase UCCE educational activity visibility. The Director of Public Health, Policy and Planning, as the Contract Administrator, and the Director of Nutrition, and Nutrition Education and Obesity Prevention (NEOP) Project Coordinator, as Advisory members, 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, Director of Nutrition, and NEOP Project Coordinator or their designees.
  - III. *Meetings:* The UCCE Director will convene an Advisory meeting a minimum of four (4) times per year.
  - IV. *Budget Development:* Prior to this agreement reaching the end of its term in 2024, 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.
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## **Attachment D**

### Disaster and Emergency Response Plans.

University will develop and maintain a Disaster and Emergency Response Plan (“Emergency Plan”) that includes all of the elements set forth in this Section 12.5. The Emergency Plan will also include site-Specific emergency response plan(s) for each of the sites in San Mateo County at which University maintains operational control of the site (“Site Plans”) – which, as of the execution of this LA, is limited to Elkus Ranch in Half Moon Bay only. The Emergency Plan and associated Site Plans will address University’s preparations to effectively respond in the immediate aftermath of a national, state or local disaster or emergency (“Emergency Response”) and plans for the ongoing continuation of services under this LA during and after a disaster or emergency (“Continuity of Operations”).

University shall submit the Emergency Plan to the County within thirty (30) days after the beginning of the Term of this LA, and the Emergency Plan will be subject to the reasonable approval of the County. University shall respond reasonably promptly to any comments or requests for revisions that the County provides to University regarding the Emergency Plan. University will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. University shall train its employees on the contents of the Emergency Plan and the Emergency Plan will include a description of how employees will be trained in such a manner.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that University projects would be necessary for effective Emergency Response and Continuity of Operations, and the costs that University projects it would incur to obtain such additional staff, supplies and services. In the event of an emergency, University shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with and following direction provided by the County’s Medical Health Operational Area Coordinator (MHOAC). In the event that University is required to implement the Emergency Plan during the term of this LA, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as any additional compensation by the County for the additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

University shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by the State and Federal agencies (including, but not limited to the California Governor’s Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

In a declared national, state or local disaster or emergency, University and its employees will be expected to provide programming as set forth in this LA and provide services in the area of Emergency Response and Continuity of Operations, as set forth in the Emergency Plan and each Site Plan. University shall ensure that all of its employees are notified, in writing, that in the event of an emergency they will be expected to perform services consistent with the Emergency Plan and each Site Plan at University’s direction and as deemed necessary in University’s sole judgment.

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## **ATTACHMENT SP**

### **Service Provider Supplemental Attachment**

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This attachment is part of the agreement between The Regents of the University of California and the County of San Mateo.

#### **I. Contract Dollar Amount**

In no event shall total payment for services under this Agreement exceed TWO HUNDRED -EIGHTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS, \$288,400 .

#### **II. AVAILABILITY OF FUNDS**

County may immediately terminate this Agreement based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of funding.

#### **III. EQUAL BENEFITS ORDINANCE**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

#### **IV. EMPLOYEE JURY SERVICE**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

#### **V. LIVING WAGE**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions

of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

**VI. ELECTRONIC SIGNATURE**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**VII. CALIFORNIA PUBLIC REQUESTS ACT**

Nothing in this Agreement shall prevent Customer from complying with legal obligations to disclose information, including Confidential Information, pursuant to the California Public Records Act, (California Government Code section 6250 et seq.), a valid subpoena or court order, or other applicable legal authority.