

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SAN MATEO  
AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

THIS MEMORANDUM OF UNDERSTANDING is executed this **1<sup>st</sup> day of OCTOBER, 2003**, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California (hereinafter, "COUNTY"), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ("hereinafter, UNIVERSITY"), to provide a basis for the establishment and maintenance of Cooperative Extension in the County,

Pursuant to Section 32330 of the Educational 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 for the benefit of the County in cooperation with the University, the COUNTY did by Resolution Number **1441**, adopted by the Board of Supervisors on **August 1, 1944**, request that UNIVERSITY establish an office of Cooperative Extension in the County. An office was established in accordance with the request and is serving the people of the COUNTY. It is agreed as a part of this Memorandum of Understanding 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 operations of said organizations.

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 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 appropriate educational and applied research program in mutually agreed upon areas.
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 staff 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 reports to the Environmental Services Agency Director as follows:
  - a. An annual summary of the Cooperative Extension educational and applied research programs, efforts and accomplishments;

- b. An annual report of budgetary actuals that explains how funds were expended in San Mateo County.
6. Provide Workers' Compensation Insurance for all personnel paid by the UNIVERSITY.
7. Insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:
  - a. General Liability Self-Insurance Program with a limit of one million dollars (\$1,000,000.00) per occurrence.
  - b. Business Automobile Liability Self-Insurance Program for owned, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence.
  - c. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the COUNTY and the UNIVERSITY against other insurable risks relating to performance.
  - d. Coverage required under this Section shall not limit the liability of the UNIVERSITY.
  - e. Coverage referred to in this Section shall include the COUNTY as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of the UNIVERSITY, its officers, employees and agents. Upon request, UNIVERSITY may furnish the COUNTY with a Certificate of Insurance evidencing compliance with all requirements.
8. 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.
9. Defend, indemnify, and hold COUNTY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, 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, employees, 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.

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 and clerical personnel, and may be used for the employment of general personnel, such as field help, laboratory assistants, and artists. 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 COUNTY. If there is a question as to the assignments given to these County-paid employees by a University-paid employee, he or she will go to the COUNTY as the employer for any dispute resolution.
  - b. Maintenance and Operation: These funds shall be used for the usual 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; communications; laboratory, field test, and demonstration materials; photographic supplies; freight and express; postage; and other maintenance and operational expenses.
  - c. Capital Outlay: These funds shall provide for the lease or purchase of office, field, laboratory, photographic, visual aid, and automotive equipment, and substantial improvement of facilities.
2. Insure its activities in connection with this Agreement 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.

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
    - b. 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.

- c. Workers' Compensation and Employers Liability Insurance in a form and amount covering COUNTY's full liability under the Workers' Compensation and Insurance and Safety Act of the State of California as amended from time to time.
  - d. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the COUNTY and the UNIVERSITY against other insurable risks relating to performance.
  - e. Coverage required under this Section shall not limit the liability of the COUNTY.
  - f. Coverage referred to in this Section shall include the UNIVERSITY as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of the COUNTY, its officers, employees and agents. Upon request, COUNTY may furnish the UNIVERSITY with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days advance written notice to the UNIVERSITY of any modification, change, or cancellation of any of the above insurance coverage.
3. Defend, indemnify, and hold UNIVERSITY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, 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 COUNTY, its officers, employees, or agents.
  4. Accept the County Director as the duly authorized representative of Cooperative Extension. The County Director is responsible for the expenditure of the budgeted funds used for the support and maintenance of Cooperative Extension.

C. Both parties agree to:

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, national origin, religion, sex, physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran (special disabled veteran, Vietnam-era veteran or any other veteran who served on active duty during a war or in a campaign or expeditions for which a campaign badge has been

authorized). In accordance with applicable law, be an affirmative action/equal opportunity employer.

2. The program will be identified as "University of California and 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 of any fiscal year.
4. Representatives from the Cooperative Extension shall meet on a quarterly basis with the Environmental Services Agency Director and County staff for the purpose of:
  - a. Coordinating the programs of CE to ensure that services provided effectively compliment rather than duplicate services of County departments.
  - b. Reviewing the Cooperative Extension's progress on the performance measures targets which are part of the County's budget process. Performance measures are to be mutually developed by Cooperative Extension and County staff. Performance Measures are to be reported on quarterly by Cooperative Extension staff.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the 1<sup>st</sup> day of October, 2003.

APPROVED: COUNTY OF SAN MATEO

By \_\_\_\_\_  
President, Board of Supervisors

Attest:

\_\_\_\_\_  
Clerk of Said Board

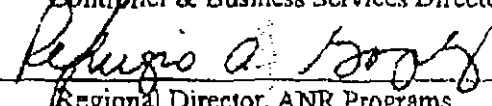
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By

  
Controller & Business Services Director

9-30-03

By

  
Regional Director, ANR Programs

9-30-03

No. ANR 133 2003/04  
This Certificate is issued to:  
County of San Mateo  
400 County Center  
Redwood, CA 94063

Division of Agriculture & Natural Resources  
University of California  
1111 Franklin Street, 6th Floor  
Oakland, CA 94607-5200  
(510) 987-0080

## UNIVERSITY OF CALIFORNIA CERTIFICATE OF SELF-INSURANCE

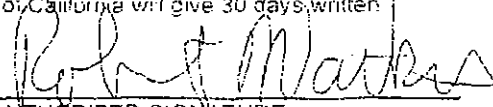
This is to certify that the University of California is self-insured for the following coverages:

Type of Coverage	Self-Insured Limits
<b>I. GENERAL LIABILITY:</b> Each Occurrence Products and Completed Operations Aggregate Personal and Advertising Injury General Aggregate (Bodily Injury & Property Damage)	 \$1,000,000.00 \$1,000,000.00 \$ \$1,000,000.00
<b>II. AUTOMOBILE LIABILITY:</b> Vehicles owned, Non-owned and Hired	\$1,000,000.00
<b>III. SPECIAL TERMS &amp; CONDITIONS:</b>  1. This certificate is issued in connection with County of San Mateo, our only in connection with ANR 133 sponsored activities by the University of California Cooperative Extension, in collaboration with the County of San Mateo and the Regents of the University of California from October 1, 2003 through October 1, 2008.  2. The insurance evidenced herein follows the provisions of the Bylaws and Standing Orders of The Regents of the University of California and self-insurance programs as administered by the University of California, Office of the President, Office of Risk Management, which does not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions than required under such Bylaws and Standing Orders shall invalidate this certificate.	

Should any of the above described programs of self-insurance be modified or cancelled before the expiration date shown below, The Regents of the University of California will give 30 days written notice to the named certificate holder.

DATE ISSUED October 1, 2003

CERTIFICATE EXPIRES: October 2, 2008

  
AUTHORIZED SIGNATURE  
Robert W. Walkins  
Risk Management Coordinator  
Division of Agriculture & Natural  
Resources

### Waiver Request Memo

**Date:** 10/9/2003

**To:** John Maltbie, County Manager

**From:** Marcia Raines, Environmental Services Agency Director

**Subject:** Waiver Request

We are requesting a waiver of the Equal Benefits Ordinance and Non-Discrimination language to enter into a contract with the Regents of the University of California for UC Cooperative Extension research and educational programs in the amount of \$147,100.

This waiver is necessary and in the best interest of the County for the following reason(s):

- Necessary in order to respond to an emergency
- Sole Source
- No compliant contractors are capable of providing the goods/service
- Inconsistent with a grant, subvention or agreement with a public agency
- Is part of a Cooperative or Joint Purchasing Agreement
- Other

Attached is a detailed explanation of the reason(s) checked above.  
**Please see attached Board memo.**

- Approved
- Not Approved

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 \_\_\_\_\_  
 \_\_\_\_\_

  
 \_\_\_\_\_  
 Signing Authority

10-10-03  
 \_\_\_\_\_  
 Date