SHARED COST AGREEMENT
BETWEEN THE COUNTIES OF KINGS AND TULARE
REGARDING THE UNIVERSITY OF CALIFORNIA COOPERATIVE EXTENSION
MASTER GARDENER PROGRAM COMMUNITY PROGRAM SPECIALIST
POSITION

THIS Agreement is made and entered into as of the _____ day of May, 2015, by and between the County of Kings ("Kings") and the County of Tulare ("Tulare"), each a political subdivision of the state of California.

RECITALS

WHEREAS, Tulare and Kings desire to implement an agreement for administrative and management services provided by the University of California Cooperative Extension (UCCE) Tulare County for the Master Gardener Program in Kings County; and

WHEREAS, Tulare currently supports a part-time Community Program Specialist ("Specialist") position for administrative and management services as part of the Master Gardener Program; and

WHEREAS, Kings desires to also obtain such part-time services and to reimburse Tulare for those services; and

WHEREAS, Tulare desires to accept such reimbursement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for such other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **MASTER GARDENER PROGRAM**: Tulare shall hire Specialist as a full time employee of Tulare County. Specialist shall schedule a division of time each week to approximate 3 days in Tulare and 2 days in Kings, based on program needs and the Specialist's availability. Specialist's services are outlined in Exhibit A, "Job Description," and shall include Master Gardener Program Facilitation; Policy

Administration and Assistance; Communications and Program Development; Education and Outreach Materials; and Coordination of conferences, meetings and special events, to benefit both Tulare and Kings.

2. EMPLOYEE STATUS:

(a) This Agreement is entered into by both parties with the express understanding that Specialist will perform all services required under this Agreement as an employee of Tulare.

(b) Subject to any performance criteria contained in this Agreement, Tulare shall be solely responsible for determining the means and methods of performing the specified services and Kings shall have no right to control or exercise any supervision over Specialist as to how the services will be performed.

(c) Notwithstanding the foregoing, Kings shall have the right to monitor and evaluate the performance of Specialist to assure compliance with this Agreement.

3. KINGS' OBLIGATION FOR REIMBURSEMENT PAYMENTS: The parties agree that Kings shall make payments to Tulare that represents two days' pay (40% time) in the amount of up to $22,300 per year. Kings shall make such payment to Tulare within thirty (30) days of receipt of a written periodic invoice.

4. TERM: This Agreement shall commence effective July 1, 2014, and shall terminate June 30, 2016.

5. TERMINATION:

(a) Without Cause: Both parties will have the right to terminate this Agreement without cause by giving forty-five (45) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. Kings will pay to Tulare the compensation earned for work performed and not previously paid for to the date of termination.

(b) Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records

pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

6. **LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project, that the affected party shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least forty-five (45) days prior written notice of such termination.

7. **SOLE AND ONLY AGREEMENT:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein, and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or in writing, have been made, by any party or anyone acting on behalf of any party, which are not embodied in this agreement, and no other agreement, statement, or promises shall be valid or binding.

8. **SEVERABILITY**: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.

9. **AMENDMENT:** No change, amendment, or modification of this Agreement shall be valid unless it is in writing and signed by both parties.

10. **GOVERNING LAW:** This Agreement shall be construed and governed pursuant to the laws of the State of California.

11. **HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the

headings.

12. **CONSTRUCTION:** This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

13. **WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

14. **EXHIBITS AND RECITALS:** The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

COUNTY OF TULARE
("Tulare")

Date:_____ BY: _____
Chairman, Board of Supervisors

ATTEST: JEAN M. ROUSSEAU
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By: _____
Deputy Clerk

COUNTY OF KINGS
("KINGS")

Date:_____ BY: _____
Chairman, Board of Supervisors

ATTEST: CATHERINE VENTURELLA
Clerk of the Board
of Supervisors of the County of Kings

By: _____
Deputy Clerk

Approved as to form:

_____
Tulare County Counsel
Date: _____

_____
Kings County Counsel
Date:_____

EXHIBIT A

Job Description

Community Program Specialist

DEFINITION:

DEFINITION

To provide coordination and facilitation of the UC Master Gardener Program, including community educational outreach efforts like water conservation, sustainable gardening, integrated pest management, school gardens, and other opportunities.

DISTINGUISHING CHARACTERISTICS

The Master Gardener program functions as a volunteer outreach arm of UC Cooperative Extension, bringing research-based information and knowledge to improve residential horticulture practices, urban pest management and resource conservation. Master Gardener volunteers are recruited and trained by land grant universities throughout the United States and Canada. County programs are coordinated by UCCE Horticulture Advisors or Program Coordinators at County Cooperative Extension offices with a primary goal to educate the general public. Master Gardeners extend to their communities the benefits of science based research developed at the University level.

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by the Master Gardener Program Advisor. Close coordination and collaboration with the Office Supervisor is expected. This position may work directly with other support staff. May supervise and direct the UC Master Gardener Program volunteers.

TYPICAL DUTIES:

DUTIES may include, but are not necessarily limited to:

Perform a wide variety of training and program duties to facilitate the day to day operations of the Master Gardener program; assist in the recruitment, application screening, and training of new Master Gardeners; assist in the development and preparation of educational and outreach materials for the MG program and the public; assist in planning conferences, meetings, and special events that are internal and external to the department; assist in the dissemination of information to the public, where judgment and interpretation are required, in addition to standard facts or requirements; research and assist in gathering data on a variety of subjects such as surveys, compiling, summarizing and reporting on data; undertake and complete a variety of projects requiring independent judgment, initiative, and confidentiality; recommend and assist in modifying office procedures to improve program efficiency and effectiveness; assist in the implementation and administration of Master Gardener Statewide policy and county-based program requirements to include customer service, AB125 sexual harassment training, and defensive driving; operate a variety of office automation and peripheral equipment; modify or create simple software applications; conduct public outreach both internal and external to the department; develop curricula; develop grant proposals; undertake and complete a variety of projects requiring independent judgment, initiative, and confidentiality; manage program efficiency, effectiveness, and quality control; build consensus, resolve conflict, and possess mentoring abilities; implement UC Master Gardener program policy; applicator duties; perform related duties as assigned. (Essential duties may vary from position to position within this classification. Reasonable accommodation will be made when requested and determined by the County to be appropriate under applicable law.)

EMPLOYMENT STANDARDS:

NECESSARY EMPLOYMENT STANDARDS

Knowledge of:

Organizational management; volunteer management and development; educational methodology including teaching, curricula development and class preparation; MS Word, word processing, desktop publishing and the Internet. Interest in gardening and home landscaping is desirable.

Skill/Ability to:

Communicate effectively orally and in writing; work effectively with the public, peers, professionals, community agencies, youth, volunteers and the local media; work with and maintain confidential information; follow verbal and written directions; work as a team with other employees as well as volunteers; meet attendance requirements; develop skills in consensus building and conflict resolution; work a flexible schedule to include some evenings, weekends, and occasional overnight travel; lift and transport AV equipment, supplies, and educational materials to meetings and trainings (up to 40 lbs); work outside office in areas such as demonstration gardens, kiosks, and outdoor sites, sometimes in conditions of excess heat or dust, and inclement weather; operate small hand tools and gardening equipment; provide dependable transportation when needed.

Education and Experience:

Any combination of education and experience that could likely provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

Education:

A Bachelor's degree in environmental horticulture, agriculture, community development, organizational development, education or youth development. A related degree meeting the skills requirement may be considered.

Experience:

One year professional or volunteer experience working with volunteers, professionals, general public, community agencies, committees and/or youth. Experience in gardening, home horticulture, agriculture or nursery management is highly desirable.

LICENSE OR CERTIFICATE

Possession of, or ability to obtain, an appropriate, valid California driver's license. Proof of minimum liability insurance required. The successful applicant will be subjected to a background and criminal history check including fingerprinting. Private Applicator Certificate required within one year of employment.

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF REQUEST TO INCREASE COMMUNITY PROGRAM SPECIALIST TO FULL TIME) **Resolution No. 2014-0423**

UPON MOTION OF SUPERVISOR ENNIS, SECONDED BY SUPERVISOR VANDER POEL, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD JUNE 24, 2014, BY THE FOLLOWING VOTE:

AYES: SUPERVISORS ISHIDA, VANDER POEL, COX, WORTHLEY AND ENNS
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

ATTEST: JEAN M. ROUSSEAU
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: Denise A. Ybarra
Deputy Clerk

* * * * * * * * * * * * * * * * * * * *

1. Approved amending the current Community Program Specialist position from 0.5FTE to 1.0FTE, effective Pay Period 15 on June 29, 2014.

2. Approved the required budget adjustments to be included in the regular budget process for Fiscal Year 2014-2015.

UCCE
HR&D

DAY
6/25/14

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF AMENDING THE)
POSITION ALLOCATION LISTING) Resolution No. 2014-0424

Upon Motion of Supervisor Ennis, seconded by Supervisor Vander Poel, the following was adopted by the Board of Supervisors, at an official meeting held June 24, 2014, by the following vote:

Ayes: Supervisors Ishida, Vander Poel, Cox, Worthley and Ennis
Noes: None
Abstain: None
Absent: None

Attest: Jean M. Rousseau
County Administrative Officer/
Clerk, Board of Supervisors

By: Deputy Clerk

Add, Delete, Reclassify or Amend	Effective Date	Previous Job Code	Previous Class Title	New Job Code	New Class Title	No. Of Pos	FTE	Grade	Position Number(s)	Dept ID	Job Cost Dist. No.
Amend	6/29/2014	095700	Community Program Specialist	-	-	1	1 0	189	8649	055000	055-1055

Explanation

Amending position FTE from 05 to 1 0 Changing the position from part time to full time A portion of the additional cost to be covered by Kings County (60% paid by Tulare County and 40% paid by Kings County)

UCCE
HR&D

DAY
6/25/14

Prepared By Brandy Spray

****New position numbers are assigned by the County Administrator's Office upon adoption of this resolution (Rev 6/11/2014)

University of California Cooperative Extension
COUNTY OF TULARE
AGENDA ITEM

BOARD OF SUPERVISORS

ALLEN ISHIDA
District One

PETE VANDER POEL
District Two

PHILLIP A. COX
District Three

J. STEVEN WORTHLEY
District Four

MIKE ENNIS
District Five

AGENDA DATE: June 24, 2014 - **REVISED**

Public Hearing Required	Yes ☐	N/A ☒
Scheduled Public Hearing w/Clerk	Yes ☐	N/A ☒
Published Notice Required	Yes ☐	N/A ☒
Advertised Published Notice	Yes ☐	N/A ☒
Meet & Confer Required	Yes ☐	N/A ☒
Electronic file(s) has been sent	Yes ☒	N/A ☐
Budget Transfer (Aud 308) attached	Yes ☐	N/A ☒
Personnel Resolution attached	Yes ☒	N/A ☐
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes ☐	N/A ☒

CONTACT PERSON: Bob Hamlin PHONE: 684-3308

SUBJECT: Request to amend the Community Program Specialist position.

REQUEST(S):

That the Board of Supervisors:

1. Approve amending the current Community Program Specialist position from 0.5FTE to 1.0FTE, effective Pay Period 15 on June 29, 2014.

2. Approve the required budget adjustments to be included in the regular budget process for Fiscal Year 2014-2015.

SUMMARY:

The purpose of this request is to amend the existing Community Program Specialist from a 0.50FTE position to a 1.0FTE position. Additional hours are needed for this position in order to maintain the administration and support of the Tulare/Kings Master Gardener Program in both counties due to the retirement of the UC Advisor who has cross-county program responsibilities. The Master Gardener Program has 100 active members who volunteered 5,877 hours of service; made 5,500 contacts; participated at 12+ special events and wrote 162 newspaper articles in 2014 for the benefit of Tulare/Kings Counties communities.

Additional funding will come from Kings County to subvent cost of amending the position. The total cost for this position amendment would be split 60% Tulare County and 40% Kings County. The employee will work three days per week in the Tulare office and two days per week in the Kings office. The financial support from Kings County is scheduled for a two-year term. The additional hours will be reduced accordingly if and when the additional funding from Kings County is no longer

available. In addition, the position allocation will also be reduced back to a 0.5 FTE.

FISCAL IMPACT/FINANCING:

The payments from Kings County will be based on actual hours worked so there would be no increase to Tulare County net county cost.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

This position is vital to the Organizational Performance of this program area of the department and is key to the efficient and effective delivery of the Master Gardener Program that contributes to the Quality of Life for the constituents of the Tulare and Kings Counties.

ADMINISTRATIVE SIGN-OFF:

_____

Jim Sullins
Department Head

Cc: Auditor-Controller
County Counsel
County Administrative Office (2)

Attachment(s) Personnel resolution