

**MEMORANDUM OF UNDERSTANDING**  
*between*  
**UNIVERSITY OF CALIFORNIA COOPERATIVE EXTENSION**  
*and*  
**COUNTY OF TULARE**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "Memorandum") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (hereinafter referred to as "UNIVERSITY"), and the COUNTY OF TULARE (hereinafter referred to as COUNTY or "County"), to provide a basis for the establishment and maintenance of Cooperative Extension in the County, and for the operation of multi-county Extension work, when such operations are mutually agreed by COUNTY, Director of Cooperative Extension, and other cooperating counties to be in the common interest.

Pursuant to Section 32330 of the 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 in Agriculture and Home Economics for the benefit of the County in cooperation with the UNIVERSITY, the COUNTY did by Project Approval, adopted by the Board of Supervisors on September 14, 1917, request that UNIVERSITY establish an office of Cooperative Extension in the County. An office has been established in accordance with the request and is now serving the people of the County. It is deemed desirable that this Memorandum be executed for the purposes of specifying the existing method of operation of Cooperative Extension. It is not the purpose of the Memorandum to make substantial changes in the present 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 and support may assign and pay the salaries of other University staff, as needed.
2. Conduct an appropriate educational and applied research program in mutually-agreed upon areas, such as Agriculture, Natural Resources, Community Development, Family and Consumer Science, and Youth Development.
3. Provide specialist assistance and linkage to the academic staff of the Agricultural Experiment Station, linkage to research-based training, and educational guidance for Cooperative Extension staff assigned to the County.

4. Designate one member of the County Cooperative Extension staff as County Director. The County Director shall be employed by UNIVERSITY and shall 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. Such duties may also be delegated by UNIVERSITY to an Acting or Associate County Director as deemed necessary, provided that delegation is consistent with UNIVERSITY policy, including any existing formal delegation of authority. The Acting or Associate County Director shall also be employed by UNIVERSITY.
5. Provide Workers' Compensation Insurance for all personnel paid by the UNIVERSITY.
6. 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 shall furnish the COUNTY with a Certificate of Insurance evidencing compliance with all requirements. UNIVERSITY shall provide written notice to the COUNTY of any modification, change or cancellation of any of the above insurance coverage. UNIVERSITY shall endeavor to provide said written notice at least thirty (30) days in advance of any modification, change or cancellation.

7. Be responsible for proper use, custody, and care, but not necessarily 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 or unavoidable loss in accordance with usual COUNTY fiscal and inventory procedures.
8. 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, stenographic, and clerical personnel, and may be used for the employment of general assistance personnel, such as field help, laboratory assistants, and/or program representatives. 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. Supervision and appropriate assignments may be given to County-paid employees by designated University-paid employees.
- b. Maintenance and Operation: These funds shall be used for the usual operating, maintenance, and upkeep costs of COUNTY offices, equipment, and transportation of the County Cooperative Extension staff in their official duties. These items include but are not limited to: office rent, if applicable; custodial services; office supplies and printing; automobile, travel, and subsistence expenses; public utilities; communications and information technology; 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, automotive and computer related 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. 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, 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 shall furnish the UNIVERSITY with Certificates of Insurance evidencing compliance with all requirements. COUNTY shall provide written notice to the UNIVERSITY of any modification, change or cancellation of any of the above insurance coverage. COUNTY shall endeavor to provide said written notice at least thirty (30) days in advance of any modification, change or cancellation.
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. Provide adequate, secure, and appropriate office, laboratory, storage, and conference space in a mutually agreed upon location.
  5. Honor and accept the County Director as the duly authorized representative of Cooperative Extension. The County Director shall also be a COUNTY Department Head with full authority and responsibility to the County for department operations, including but not limited to the management and expenditure of budgeted funds, supervision of County personnel in accordance with County personnel policies, and responsibility for facilities and equipment to be used for the support and maintenance of Cooperative Extension.
  6. Encourage the necessary travel of UNIVERSITY Cooperative Extension staff to attend training, development, and administrative meetings that may occur outside the County. These meetings lead to the enhancement of the County program. Approval for this travel is at the discretion of the County Director.
- C. Both parties agree as follows:
1. In accordance with University policy and applicable State and Federal laws, to prohibit discrimination or harassment of any person on the basis of race, color, national origin, religion, sex, gender identity, pregnancy (including childbirth, and medical conditions related to pregnancy or childbirth), physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran (covered veterans are special disabled veterans, recently separated veterans, Vietnam era veterans, or any other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized) in any of their programs or activities.
  2. The program will be identified as "University of California Cooperative Extension, Tulare County."

3. County Director may, from time to time, consult with County Counsel regarding issues concerning County employees, County activities or County facilities (hereafter "County matters"). When consulting with County Counsel for the purpose of obtaining legal advice regarding County matters, the parties acknowledge and agree that County Director is acting, not only as County Director, but also as COUNTY Department Head. Therefore, it is the intent of the parties to this Memorandum that the attorney-client privilege shall apply to communications between County Counsel and County Director concerning County matters; PROVIDED THAT nothing in this Memorandum shall be interpreted or construed to abridge, revise or in any way modify the applicability of the attorney-client privilege to communications between UNIVERSITY counsel and County Director.
4. If during the term of this Memorandum, the COUNTY in good faith believes that a UNIVERSITY employee (staff or farm advisor) assigned to the program has engaged in misconduct, COUNTY shall communicate its concerns to the County Director, who shall review the allegations and make a determination in a manner consistent with University personnel policies. If UNIVERSITY determines that an investigation is warranted, COUNTY shall cooperate with University by providing necessary witnesses and/or documents. In the event the COUNTY determines that its concerns have not been resolved to its satisfaction, COUNTY ~~may communicate in writing with the UNIVERSITY Regional Director,~~ Agriculture & Natural Resources Division, who shall further review the matter. In the event the COUNTY believes in good faith that the County Director has engaged in misconduct, the COUNTY shall communicate its concerns to UNIVERSITY Regional Director, Agriculture & Natural Resources Division. In the event the matter is not resolved, COUNTY may bring the matter to the attention of the UNIVERSITY Associate Vice President, Agriculture & Natural Resources Division.
5. 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.

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Dated: \_\_\_\_\_, 2006

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: C. BRIAN HADDIX  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

APPROVED:

THE REGENTS OF THE UNIVERSITY OF  
CALIFORNIA

Dated: \_\_\_\_\_, 2006

By \_\_\_\_\_  
Jake McGuire, Controller & Business  
Services Director

Dated: \_\_\_\_\_, 2006

By \_\_\_\_\_  
Linda Marie Manton, Regional Director

Dated: \_\_\_\_\_, 2006

By \_\_\_\_\_  
Jim Sullins, County Director

APPROVED AS TO FORM  
County Counsel

APPROVED AS TO FORM  
Office of General Counsel  
University of California

By \_\_\_\_\_  
Julia J. Roberts, Deputy

By \_\_\_\_\_  
Carole R. Rossi, University Counsel