

UCD agreement # C01-01622 X
amendment #5

FIFTH AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

THIS FIFTH AMENDMENT is made to University of California, Davis Campus agreement #C01-01622 X between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of the Division of Agriculture and Natural Resources at its Davis Campus (University) and the COUNTY OF EL DORADO, STATE OF CALIFORNIA (County).

The parties to the above-referenced agreement agree as follows:

1. The term of the agreement is extended for a one (1) year period beginning July 1, 2006 and continuing through June 30, 2007, with additional funding from County to University of thirty-one thousand four hundred fifty dollars (\$31,450).
2. All other terms and conditions of the contract shall remain the same.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates set forth below.

COUNTY OF EL DORADO,
STATE OF CALIFORNIA

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

by: *James R. Swamy*
(authorized signature)

by: *Andy Lamb*
Andy Lamb
Business Contracts Manager
Materiel Management

print name: Laura S. Gill
title: Chief Administrative Officer
date: June 27, 2006

date: May 23, 2006

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BUSINESS CONTRACTS
ONE SHIELDS AVENUE
DAVIS, CALIFORNIA 95616-8800
TELEPHONE: (530) 752-2426
FAX: (530) 752-0791

May 20, 2005

Laura Gill
County of El Dorado
330 Fair Lane
Placerville, CA 95667

Re: **Extension of Agreement C01-01622 X
Amendment 4**

Dear Ms. Gill:

Enclosed please find two (2) duplicate originals of the above-referenced amendment. The amendment concerns extending the term of reimbursement from the County of El Dorado to the University of California to support a 4-H Representative II who provides support for the University's 4-H program. Ken Woodard, Associate Director of Contracting, has signed both duplicates on behalf of The Regents of the University of California.

Please review the amendment closely. If the County of El Dorado consents to the terms of the amendment, please have an authorized representative of the County of El Dorado execute both duplicate originals of the amendment. Then, return one (1) original directly to me at the address set forth in the letterhead. I will complete the processing of the amendment in order that it may be effectuated. The other original is for the County of El Dorado's records.

If you have any questions, please call me at (530) 754-6276, send me an e-mail at smgreen@matmail.ucdavis.edu, or send me a fax at (530) 752-0791. Thank you for your assistance in completing this amendment.

Sincerely yours,


Stephen M. Green

enclosures (2)

cc: Bill Frost, Division of Natural Resources

05 MAY 26 AM 11:26

EL DORADO COUNTY

UNIVERSITY OF CALIFORNIA, DAVIS

1.1.2 6/10/04

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TELEPHONE: (530) 752-2426
FAX: (530) 752-0791

April 20, 2004

Laura Gill
County of El Dorado
330 Fair Lane
Placerville CA 95667

RE: Extension of Agreement C01-01622X (amendment 3)

Dear Ms. Gill:

This Letter of Amendment, when signed by both parties to the original agreement shall serve to extend the term to June 30, 2005, with additional funding from County to University of \$27,527.28 (salary of \$18,792.52, benefits of \$8,734.76). All other terms and conditions shall remain the same. If this is acceptable, please sign both originals of this letter and return one **directly to me at the address above**. I will provide copies of the fully executed letter to the appropriate University departments.

Thank you for your help in continuing this agreement. If you have any questions about the contract, please contact me at the address shown above, via email at jcdwyer@ucdavis.edu, by fax at (530) 752-0791, or by telephone at (530) 754-9660.

Sincerely,

Jan (Carmikle) Dwyer
Contract Analyst

AGREED:

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

COUNTY OF EL DORADO

By Ken Woodard
Ken Woodard
Manager - Business Contracts

By Laura A. Gill
Laura Gill
Chief Administrative Officer

Date 4/20/04

Date 5/26/04

Enclosure: Duplicate letter

c: Noreen Codde, ANR

7/18 mailed to to Clare

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TELEPHONE: (530) 752-2426
FAX: (530) 752-0791

Laura Gill, Interim CAO
El Dorado County
330 Fair Lane
Placerville, CA 95667

June 2, 2003

RE: Amendment No. ²1 to UCD Agreement No. 01-01622X

Dear Ms. Gill:

This letter, when signed by both parties, extends the term of the above noted agreement for a period of 1 year, beginning July 1, 2002 and ending June 20, 2003. In addition, Article I – Allowable Cost and Payment, Paragraph A is hereby modified by adding the following language at the end of the paragraph:

“County agrees to reimburse University during the period from July 1, 2003 through June 30, 2004 an amount not to exceed Twenty-Seven Thousand Five Hundred Twenty-Seven Dollars and 28/100 (\$27,527.28) which represents salary (\$18,792.52) and benefits (\$8,734.76).”

If you concur, please date and sign both copies of this letter and return one to the undersigned at the following address: Business Contracts, University of California, One Shields Avenue, Davis, CA 95616-8800.

Thank you for your cooperation. If you have any questions, please feel free to contact me at (530) 752-5297.

Sincerely,

Lo Clare Peterman
Business Contracts Officer

cc: Noreen Codde: ANR/El Dorado County; William Frost: ANR/El Dorado County

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

EL DORADO COUNTY

BY:
TITLE: ~~BUSINESS CONTRACTS OFFICER~~

BY: Laura S. Gill
TITLE: Interim Chief Admin Officer

DATE: 6/2/03

DATE: 7/15/03

other org.
mailed
10/7/02

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BUSINESS CONTRACTS
ONE SHIELDS AVENUE
DAVIS, CALIFORNIA 95616-8800
TELEPHONE: (530) 752-2426
FAX: (530) 752-0791

Tom Soike, Interim CAO
El Dorado County
330 Fair Lane
Placerville, CA 95667

June 18, 2002

RE: Amendment No. 1 to UCD Agreement No. 00-01622X

Dear Mr. Soike:

This letter, when signed by both parties, extends the term of the above noted agreement for a period of 1 year, beginning July 1, 2002 and ending June 30, 2003. In addition, Article I – Allowable Cost and Payment, Paragraph A is hereby modified by adding the following language at the end of the paragraph:

“County agrees to reimburse University during the period from July 1, 2002 through June 30, 2003 an amount not to exceed Twenty-Five Thousand Two Hundred Sixty-Eight Dollars and 01/100’s (\$25,268.01) which represents salary (\$18,301.01) and benefits (\$6,967.00).”

If you concur, please date and sign both copies of this letter and return one to the undersigned at the following address: Business Contracts, University of California, One Shields Avenue, Davis, CA 95616-8800.

Thank you for your cooperation. If you have any questions, please feel free to contact me at (530) 754-9298.

Sincerely,
Susan G. Della
Susan G. Della
Analyst VI

cc: Noreen Codde:ANR/ El Dorado County

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

BY: *J. M.*
TITLE: Jo Clare Peterson
Business Contracts Officer
DATE: 6/18/02

EL DORADO COUNTY
BY: *Tom Soike*
TITLE: Interim CAO
DATE: 8/13/02

AGREEMENT BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
EL DORADO COUNTY

THIS AGREEMENT, is entered into this 1st day of October, 2001, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of its Division of Agriculture and Natural Resources, North Region (hereinafter called "University"), and EL DORADO COUNTY, STATE OF CALIFORNIA, (hereinafter called "County").

IT IS MUTUALLY AGREED that the County will provide .50 full time equivalent funding to support a 4-H Program Representative II (described in the Exhibit A attached hereto and made a part hereof) who will provide support for the University's 4-H Program.

ARTICLE I - ALLOWABLE COST AND PAYMENT

- A. County agrees to reimburse University during the period from October 1, 2001 through June 30, 2002 in an amount not to exceed Nineteen Thousand Seven Hundred Forty-Eight Dollars (\$19,748.00) as more specifically described in the Exhibit B attached hereto and made a part hereof.
- B. Reimbursement shall be made upon execution of this agreement and submission of invoices to: Tom Soike, Interim CAO, El Dorado County 330 Fair Lane, Placerville, CA 95667.

ARTICLE II - GENERAL PROVISIONS

- A. County, and the agents and employees of County, in the performance of this agreement, shall act in an independent capacity and not as officers or agents of University.
- B. The County officer/employee to identify for administering the contract is: Chief Administrative Officer or his/her designee.
- C. Without the written consent of University, this agreement is not assignable by County either in whole or in part.
- D. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- E. It is hereby agreed by and between the parties hereto that this agreement will commence October 1, 2001 and will continue through June 30, 2002.
- F. The parties hereto agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from 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 indemnifying party, its officers, employees or agents.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

BY 

Jo Clara Potzman

TITLE Business Contracts Officer

DATE 2/21/02

EL DORADO COUNTY

BY 

TITLE Terin C. O.

DATE 4/16/02

Fed. Tax ID # _____