

BDS - 10/8/24
AAC for Increase

Agm # 333-012-11

INTERLOCAL AGREEMENT

between

The Regents of the University of California - Cooperative Extension,

Amador County,

Calaveras County,

El Dorado County,

and

Tuolumne County

for the

**Provision of the University of California Cooperative Extension Program
to the County Partnership**

July 1, 2011

This Interlocal Agreement ("IA") is entered into this first day of July, 2011, by and between The Regents of the University of California ("University"); and Amador County, Calaveras County, El Dorado County and Tuolumne County ("Counties").

WITNESSETH:

WHEREAS, the University of California 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 in agricultural, natural and human resources and;

WHEREAS, ANR is one of the principal vehicles by which the University may deliver the benefits of its research into agricultural, natural and human resources to the citizens of California and by which Californians may bring new problems and priorities to the University for research and resolution 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 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 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 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 benefiting cooperating Counties and;

WHEREAS, the Counties of Amador, Calaveras, El Dorado and Tuolumne recognize the value of the Cooperative Extension program to their citizens and intend that this program continue to be delivered in their Counties to the extent that resources are available to Counties 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 Cooperative Extension program for the benefit of Counties and;

WHEREAS, the Counties of Amador, Calaveras, El Dorado and Tuolumne agree to pool resources and mutually support delivery of the Cooperative Extension program to their communities and;

WHEREAS, the Counties of Amador, Calaveras, El Dorado and Tuolumne have determined that a joint cooperation among them will strengthen programmatic impact, as well as allow for administrative efficiencies that will reduce Cooperative Extension program delivery costs and;

WHEREAS, the Counties of Amador, Calaveras, El Dorado and Tuolumne have authority to enter into this Interlocal Agreement;

NOW THEREFORE, in consideration of the terms and conditions contained herein, the Counties of Amador, Calaveras, El Dorado and Tuolumne ("UC Cooperative Extension County Partnership"); and University do hereby agree to cooperate in the delivery of the Cooperative Extension program as follows.

I. PARTIES

A. The parties to this IA are:

1. The Regents of the University of California,
2. The County of Amador,
3. The County of Calaveras,
4. The County of El Dorado, and

5. The County of Tuolumne.

- B. Each party certifies that it intends to, and does, contract with every other party which is a signatory to this IA and, in addition, with such other parties as may later be added under the below Item No. V.G., *Modification*. Each party also certifies that the deletion of any party from this IA does not affect this IA nor each remaining party's intent to contract with the other parties then remaining.

II. PURPOSE

- A. The purpose of this IA is to memorialize the University's agreement to provide the Cooperative Extension program to the UC Cooperative Extension County Partnership, as well as the commitment of the Counties to support the University in the provision of such Program. Such Program will be identified as "University of California Cooperative Extension, County Partnership."
- B. The Boards of Supervisors of the Counties will memorialize their respective commitments under this IA by Minute Order Action.

III. RESPONSIBILITIES OF THE PARTIES

- A. The University agrees to do the following, conditioned upon receipt of the below-described support from the Counties as well as upon University's access to continued funding from state and federal sources, as well as other external funders. Such support may include but is not limited to the provision of direct funding, as well as of in-kind (e.g., tangible/non-monetary) resources.
1. Deliver University knowledge to the Counties for the benefit of their citizens through a cadre of Cooperative Extension educational and applied research programs, as further described in Attachment A, *Cooperative Extension Program Provided by the University*.
 2. Continually improve the Cooperative Extension program in the Counties by revising it as new University research is directly accessed by Advisors (University academics).
 3. 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 the Counties; thereby leveraging County support to realize even greater programmatic impact locally.
 4. Appoint, assign, supervise, and pay the entire salaries and benefits of a professional staff of Advisors (University academics) for the operation of the Cooperative Extension program in the Counties. 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 D, *Advisory Council*. At

its discretion, the University may assign and pay the salaries of other personnel, both academic and non-academic.

5. Based on their area of subject-matter expertise, designate individual Specialists (University campus academics) as partners to specific Cooperative Extension program Advisors. In this way, Advisors may effectively access any and all University of California campus resources for the benefit of the Counties.
6. Provide access to all 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.
7. Submit to the Counties the following written reports on or around the start of the Cooperative Extension program year (e.g., January 1).
 - a. 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.
 - b. 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.
8. Designate one University academic as the UC Cooperative Extension County Partnership Director who will represent and be responsible to the University's Cooperative Extension Assistant Director for all matters relating to the operation and conduct of the Cooperative Extension program in the Counties.
 - a. The UC Cooperative Extension County Partnership Director is the individual to whom the University has delegated programmatic and administrative decision making authority, specifically including authority to expend funds.
 - b. The UC Cooperative Extension County Partnership Director is the individual with responsibility for and authority over University personnel at the local level.
9. Provide organizational framework and support associated cost necessary to conduct the UC Cooperative Extension program in conformance with statute and University policy, including but not limited to:
 - a. Application of University Risk Management and Background Investigation standards, especially as they pertain to youth protection.

- b. Application of University Environmental Health and Safety (EH&S) standards, including assistance of University EH&S professional staff and provision of certain resources.
 - c. Application of University management standards for accounting, budgeting, contracts and grants, development, human resources, legal affairs, information technology and other administrative matters.
 - d. Vehicles procured by the University at rates reflective of the University's buying power.
 - e. Equipment, supplies and other miscellaneous necessities at rates reflective of the University's buying power.
 - f. Travel arrangements for Cooperative Extension program personnel to attend programmatic and professional meetings at rates reflective of University's buying power.
 - g. Extralocal University staff for performance of all administrative tasks arising out of the UC Cooperative Extension County Partnership that can be centralized; and local University staff as may be necessary for performance of administrative tasks that cannot be centralized. Provision of such staff will include University support of all applicable benefits and Worker's Compensation insurance. Such University-paid employees will be supervised by the University and governed by University personnel policies.
 - 1. In the inaugural year of this IA, certain personnel from the Counties may be assimilated by the University. To the extent permissible under statute and University policy, University will exert maximum effort to assimilate as many County personnel currently assigned to the Cooperative Extension program as possible, and will further make every effort to do so in as streamlined a manner as possible.
 - h. Future incremental costs increases associated with all of the above, specifically including personnel costs that will escalate over time.
10. Be responsible to the Counties for expenditure of their funds and/or use of their resources. As well, be responsible for proper use, custody, and care (but not maintenance) of in-kind resources that the Counties may dedicate to the Cooperative Extension program.

- B. In recognition of the value of the Cooperative Extension program, the Counties agree to share in the University's costs by:
1. Developing the annual UC Cooperative Extension County Partnership budget under the auspices of the Advisory Council, by use of the process further described in Attachment D, *Advisory Council*.
 2. Transferring funds to the University on a biannual basis in an amount mutually agreed upon in the course of the budget processes of the Counties. First fund transfer will be made on or before the start of the Cooperative Extension program year (e.g., July 1), but in any event, no later than the 31st day of that program year; second fund transfer will be made six months thereafter. Said amount will be recorded in a separate annual agreement, an example of which is provided as Attachment C, *Sample Annual Agreement*.
 3. Authorizing the University to expend such funds as the University judges to be necessary for the delivery of the UC Cooperative Extension County Partnership program. The Counties acknowledge that such funds from each county shall be commingled and managed by the University as one account. As well, the Counties acknowledge that University may retain unexpended funds (if any) for use in subsequent fiscal years, subject to the original requirements of those funds. In the event that University purchases supplies and equipment hereunder, title to such supplies and equipment shall vest in University.
 4. Providing in-kind (tangible) support (e.g., office space, etc.) as further detailed in Attachment B, *Support Provided by the Counties Including In-Kind (Tangible) and Direct (Cash) Contributions*. Such provision of in-kind contributions for use by University shall not be deemed to convey to the University any interest in said in-kind contributions.
 5. Honoring the Director of the UC Cooperative Extension County Partnership program as the duly authorized representative of the University. As such the Director will not act as a department head in any of the Counties. The Director will report to the representatives selected by the Counties to serve on the Advisory Council (see Attachment D) and to the University's designee. The Director's range of authority will specifically include (but will not be limited to) allocation of resources provided by the Counties for local delivery of the Cooperative Extension program.

IV. COOPERATION OF THE PARTIES

The parties agree to work as a team to mutually support the delivery of the UC Cooperative Extension program to the Counties. This collaboration will be organized under the auspices of the "Advisory Council." The Advisory Council will function as described in Attachment D, *Advisory Council*.

V. GENERAL TERMS AND CONDITIONS

- A. *Copyright:* The University shall own, solely and exclusively, all copyrights to any written or otherwise copyrightable material developed under this IA.
- B. *Confidentiality:* The parties may receive certain private information in the normal course of work under this IA (e.g., home addresses of program participants, etc.). To the greatest extent permissible under statute and each party's internal policy, such private information will be held in confidence.
- C. *Non-Discrimination:* All parties agree, in accordance with University and County 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, 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 expedition for which a campaign badge has been authorized). In accordance with applicable law, each party shall be an affirmative action/equal opportunity employer.
- D. *Clarification of Duties:* All parties agree that the Cooperative Extension program is an educational arm of the University. Accordingly, the University and its agents do not play a role in regulatory enforcement.
- E. *Fiscal Year:* The UC Cooperative Extension County Partnership fiscal year will be July 1 through June 30.
- F. *Term:* This IA will be in effect from July 1, 2011 to June 30, 2016. At the end of this period, this IA may be reissued for another five (5) year period with the written approval of all parties.
- G. *Modification:* This IA may be modified or amended with the written approval of all parties, provided that the party proposing a modification or amendment submits the same in writing to the other parties at least one hundred eighty (180) days in advance to allow for consideration of said proposal.
- H. *Termination:*
 - 1. A party's intent to withdraw support (whether direct or in-kind) from the UC Cooperative Extension County Partnership must be specifically communicated with advance written notice to all of the other parties.
 - 2. Any party may terminate their participation in the UC Cooperative Extension County Partnership without cause by giving one hundred eighty (180) days advance written notice to all of the other parties.

3. Subject to the mutual agreement of all parties, termination by one or more party for cause may be effectuated with less than one hundred eighty (180) days advance written notice to all of the other parties.
 4. If a party terminates their participation in the IA, the University will withdraw the entire Cooperative Extension program from that County. If necessary, the remaining parties to the UC Cooperative Extension County Partnership, under the auspices of the Advisory Council, will develop and execute a plan for the remaining term of the IA.
- I. *Addition of Member Parties:* A County (or Counties) may be added to this IA in accordance with the above section entitled *Modification*.
 - J. *Severability and Validity of Agreement:* If a portion, term, condition or provision of this IA 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 are not affected.
 - K. *Entire Agreement:* This IA and the Attachments hereto constitute the entire agreement between the parties concerning the subject matter hereof. All prior agreements, discussions, representations, warranties and covenants are merged herein. There are no warranties, representations, covenants or agreements, expressed or implied, between the parties except those expressly set forth in this IA. Any amendments or modifications of this IA shall be in writing as described above.
 - L. *Assignment:* The rights and duties of the parties to this IA may not be assigned or delegated.
 - M. *Governing Law:* This IA will be governed by and construed in accordance with the laws of the State of California.
 - N. *Execution in Parts or Counterparts:* This IA may be executed in several counterparts, each of which is an original and all of which constitutes but one and the same instrument.

VI. INDEMNIFICATION

- A. The Regents of the University of California shall defend, indemnify and hold Amador, Calaveras, El Dorado and Tuolumne Counties, 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 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 Regents of the University of California, its officers, agents or employees.

- B. Amador, Calaveras, El Dorado and Tuolumne Counties shall defend, indemnify and hold The Regents of the University of California, 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 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 Amador, Calaveras, El Dorado and Tuolumne Counties, its officers, agents or employees.

VII. INSURANCE

The parties will individually insure their activities in connection with this IA by maintaining programs of self-insurance or obtaining, keeping in force, and maintaining insurance as follows:

- A. Comprehensive or Commercial Form General Liability Insurance or Self-Insurance (contractual liability included) with minimum limits as follows:

Each Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
General Aggregate*	\$2,000,000
Personal and Advertising Injury	\$1,000,000

*Applicable to commercial form only.

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

- 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) per occurrence.
- C. Workers' Compensation and Employers Liability Insurance in a form and amount covering the full liability of the Counties 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 Counties and the University against other insurable risks relating to performance.
- E. Coverage required under this Section shall not limit the liability of any party.
- 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 Counties, their

officers, employees and agents. Upon request, the Counties 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.

VIII. INSURANCE COVERAGE FOR VOLUNTEERS/AGENTS OF THE UNIVERSITY

University volunteers are considered agents of the University, and therefore are covered for their negligent acts or omissions by the University's general liability self-insurance program while acting in the course and scope of their volunteerism for the University.

IX. NOTICES

Any notice required or permitted to be given under this IA shall be in writing and shall be conclusively delivered to the other party at the following respective addresses:

A. For the University:

Barbara Allen-Diaz, Associate Vice President
Associate Vice President for Academic Programs and Strategic Initiatives
University of California, Agriculture and Natural Resources
1111 Franklin Street
Oakland, California 94607-5200

B. For Amador County:

Chuck Iley, County Administrative Officer
County of Amador
810 Court Street
Jackson, California 95642

C. For Calaveras County:

Jeanne M. Boyce, County Administrative Officer
County of Calaveras
891 Mountain Ranch Road
San Andreas, California 95249

D. For El Dorado County:

Theresa Daly, Chief Administrative Officer
County of El Dorado
330 Fair Lane
Placerville, California 95667

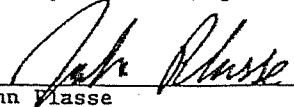
E. For Tuolumne County:

Craig Pedro, County Administrator Officer
County of Tuolumne
2 South Green Street
Sonora, California 95370

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

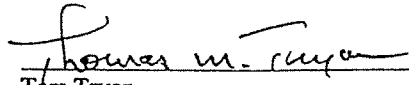

Barbara Allen-Diaz, Associate Vice President
Associate Vice President for Academic Programs and
Strategic Initiatives
University of California, Agriculture and Natural Resources

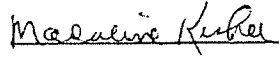
11/17/11
Date


John Plasse
Chairman of the Board of Supervisors
County of Amador

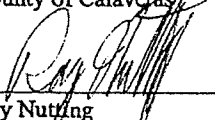
Attest: Madaline Kraska
Clerk, Board of Supervisors

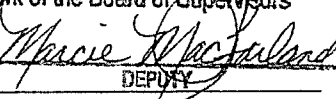
10-19-11
Date


Tom Tryon
Chairman of the Board of Supervisors
County of Calaveras

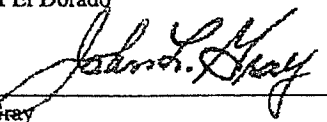

ATTEST: SUZANNE ALLEN de SANCHEZ,
Clerk of the Board of Supervisors

9/29/11
Date


Ray Nutting
Chairman of the Board of Supervisors
County of El Dorado

By 
DEPUTY

6/14/11
Date


John L. Gray
Chairman of the Board of Supervisors
County of Tuolumne

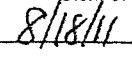
8/18/11
Date

APPROVED AS TO LEGAL FORM:

COUNTY COUNSEL
COUNTY OF TUOLUMNE


GREGORY J. OLIVER 8/17/11
DATE

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

ALICIA L. JAMAR
Clerk of the Board
By:  8/18/11

Attachment A Cooperative Extension Program Provided by the University

Using County input as further described in Attachment D, *Advisory Council*, an annual Plan of Work will be issued with detailed and specific descriptions of UCCE programs for the Counties in the coming program year. These programs will serve the citizens of the Counties by providing science based research, education and public service that will promote applied research and local problem solving in agriculture, natural resources (including environmental quality), food and nutrition, food safety and youth development.

In the course of their work, UCCE staff will deliver a range of locally-relevant programs focusing on agriculture, natural resources, nutrition, youth development, science literacy, home horticulture and gardening. Staff will use workshops, public meetings, newsletters, mass media and other communication tools to bring needed information to the Counties. Further, staff will use collaborative partnerships with government and private agencies to extend the reach of their programs. Finally, staff may collaborate with 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 the Counties.

Subject to availability of required resources, UCCE 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 the Counties 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 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 home owners and gardeners. Through volunteers, staff overseeing the UCCE Master Gardener Program will extend research-based information about home horticulture and pest management to the citizens of the Counties.

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 staff 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 Counties share common area-wide problems and issues, yet have different needs and priorities as well. The University will service and will allocate the resources of the UC Cooperative Extension County Partnership in a manner roughly proportionate to the level of support provided by each member County. While the University will endeavor to respond to the highest needs of every member County, it is understood not all needs can be met given the limitation on available resources.

Attachment B
Support Provided by the Counties
Including In-Kind (Tangible) and Direct (Cash) Contributions

The Counties agree to support the County Partnership for the provision of the Cooperative Extension program as follows. (Specific details of direct funding will be recorded annually in a separate agreement, a sample of which is provided as Attachment C to this IA.)

- I. Amador County
 - A. Direct: See Annual Agreement Budget
 - B. In-Direct
 - a. Office Space: 800 square feet
 - b. Utilities, building maintenance, janitorial
 - c. Telecommunication Connection (internet access and phone line access)
- II. Calaveras County
 - A. Direct: See Annual Agreement Budget
 - B. In-Direct
 - a. Office Space: 713 square feet
 - b. Utilities, building maintenance, janitorial
 - c. Telecommunication Connection (internet access and phone line access)
- III. El Dorado County
 - A. Direct: See Annual Agreement Budget
 - B. In-Direct
 - a. Office Space: 3,445 square feet
 - b. Utilities, building maintenance, janitorial
 - c. Telecommunication Connection (phone line access)
- IV. Tuolumne County
 - A. Direct: See Annual Agreement Budget
 - B. In-Direct
 - a. Office Space: 1,200 square feet
 - b. Utilities, building maintenance, janitorial
 - c. Telecommunication Connection (internet access and phone line access)

Attachment C Sample Annual Agreement

The Counties agree to execute a separate annual agreement recording details of the funding of the UC Cooperative Extension County Partnership. A sample of that agreement appears below, and will be issued by University to each separate participating County member.

The UNIVERSITY and COUNTY hereby amend their Interlocal Agreement dated _____ to incorporate the following as provided for in Article IILB.1 of the Interlocal Agreement and agree to provide services and funding as described hereunder.													
A. Project Identification No.: <u>UC Cooperative Extension County Partnership 2011-12</u> B. AMADOR COUNTY Purchase Order No.: _____	C. Project Start Date: <u>July 1, 20XX</u> Project End Date: <u>June 30, 20XX</u>												
D. Project Title: <u>UC Cooperative Extension County Partnership Support</u> Description of Services: Delivery of Cooperative Extension Programs as further detailed in Interlocal Agreement Attachment A, <i>Cooperative Extension Program Provided by the University</i>.													
E. Invoicing/Payment Schedule: UNIVERSITY to submit invoice(s) for advance payment to COUNTY to the attention of (insert name/address/email/phone of county fiscal contact) on the schedule shown below. COUNTY to make checks payable to The Regents of the University of California and mail to: Cashier's Office, University of California, PO Box 989062, West Sacramento, California 95798-9062. <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Amount</th> <th style="width: 60%;">Date Due</th> </tr> </thead> <tbody> <tr> <td> </td> <td>On or Before July 1, 20XX</td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table> Total Fixed Price Amount: <u>\$XXX,XXX</u>		Amount	Date Due		On or Before July 1, 20XX								
Amount	Date Due												
	On or Before July 1, 20XX												
F. Other Documents attached and made part of this Exhibit (initial those that apply and are attached): <table style="width: 100%;"> <tr> <td style="width: 30%; text-align: center;">COUNTY</td> <td style="width: 30%; text-align: center;">UC</td> <td style="width: 40%;"> </td> </tr> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td>Certificate of Insurance</td> </tr> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td>Any Additional Sheets for Items A-E</td> </tr> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td> </td> </tr> </table>		COUNTY	UC				Certificate of Insurance			Any Additional Sheets for Items A-E			
COUNTY	UC												
		Certificate of Insurance											
		Any Additional Sheets for Items A-E											
In witness whereof, the parties have executed this Exhibit on the day and year written below. Agreed and Accepted:													
COUNTY OF AMADOR _____ (Insert name/title) Date: _____	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA _____ Lynn E. Deetz, Director, ANR Office of Contracts and Grants Date: _____												

**Attachment D
Advisory Council**

- I. *Purpose:* The Advisory Council provides a forum for ongoing direct communication between the member Counties and the University's UC Cooperative Extension County Partnership Director.

The Advisory Council provides a streamlined process for partnering Counties to be informed of local programmatic impacts of UCCE activities and to consider current and future programmatic needs. The Council members will participate in creating an annual plan-of-work and recommended budget and will receive an annual report on the previous year's accomplishments and impacts from the previous annual plan-of-work.

The County's current authority over their respective budgetary contributions remains unchanged.

- II. *Membership:* The Advisory Council will be comprised of two (2) representatives from each member County. One (1) of the two (2) representatives will be the County CAO/CEO (or their designee); and one (1) will be a Supervisor (or an alternate supervisor).
- III. *Meetings:* The Advisory Council will meet a minimum of two (2) times per year.
- IV. *Budget Development:* As referenced above, the Advisory Council will engage in the process of annual budget development and agree upon a final budget for the UC Cooperative Extension County Partnership (subject to approval of respective Boards of Supervisors and the University). A draft of the budget for the coming fiscal year will be completed no later than March 1st of the current fiscal year, or by a date designated by the county partners to synchronize with their budget cycle.
- V. *Local Leadership of UCCE:* When/if assignment of a new UC Cooperative Extension Partnership Director is required; a representative of the Advisory Council will be invited to meet candidates and to participate in candidate assessment by serving on the search committee in an "ex officio" (non-voting) capacity. For an incumbent UC Cooperative Extension Partnership Director, Advisory Council input is invited relative to the performance of the Director during the Director's regularly scheduled academic reviews.
- VI. The Advisory Council is encouraged to provide regular feedback to the UC Cooperative Extension Partnership Director on staff performance for all members of the UCCE program engaged in work in the member counties.