

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

THIS AGREEMENT, is entered into this First day of October 2007, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of its Division of Agriculture and Natural Resources, North Coast and Mountain Region (hereinafter called "University"), and El Dorado County, State of California, (hereinafter called "County").

Whereas the County and the University have a mutual interest in strengthening the management, coordination and educational programs of the Master Gardener and Master Food Preserver Programs, and wish to enhance the knowledge of County residents regarding issues such as integrated pest management, sustainable food production, safe food preservation, food safety, water quality, as well as agricultural and environmental literacy, the University shall employ a Program Representative to achieve these goals on behalf of the University and the County.

ARTICLE I – ALLOWABLE COST AND PAYMENT

- A. County agrees to pay the University Sixty Eight Thousand, Three Hundred Twelve Dollars (\$68,312.00) to be used for salary and benefits for a program representative to work on the fore mentioned programs and issues.
- B. Reimbursement shall be made upon execution of this agreement and submission of invoices to: Laura Gill, CAO, El Dorado County 330 Fair Lane, Placerville, CA 95667

ARTICLE II – GENERAL PROVISIONS

- A. The County office/employee responsible for administering the contract is: Chief Administrative Officer or his/her designee.
- B. 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.
- C. It is hereby agreed by and between the parties hereto that this agreement will commence October 1, 2007 and will continue through June 30, 2008.

ARTICLE III – INDEMNIFICATION

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA shall defend, indemnify and hold the COUNTY OF EL DORADO, 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.

THE COUNTY OF EL DORADO shall defend, indemnify, and hold THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, employees and agents harmless from and against 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 COUNTY OF EL DORADO, its officers, agents or employees.

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

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

EL DORADO COUNTY

BY Carol Berman

BY _____

TITLE Carol Berman, Director

TITLE _____

DATE 10/11/07

DATE _____

BY _____

Kimberly Rodrigues
Director, ANR North Coast & Mountain Region

DATE _____

BY William E. Frost

William E. Frost
Director, UCCE El Dorado County

DATE 10/19/07

Fed. Tax ID # 94-6036494