## AGREEMENT NO. ELDO200801 between EL DORADO COUNTY and

## THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

THIS AGREEMENT is entered into by and between EL DORADO COUNTY, hereinafter called "County" and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of its Agriculture and Natural Resources North Coast and Mountain Region, hereinafter called "University."

IT IS MUTUALLY AGREED that the County will provide .50 full time equivalent funding to support a 4-H Youth Development Program Representative III who will provide support for the University's 4-H Program.

The parties agree to the following terms and conditions:

- 1. <u>Statement of Work.</u> University shall provide services in accordance with the 4-H Youth Development Program Representative III Position Description, incorporated herein and attached hereto as Exhibit A.
- 2. <u>Term of Agreement.</u> The term of this contract shall be from July 1, 2008 through June 30, 2009.
- 3. Payment to County agrees to pay the University an amount not to exceed Thirty Six Thousand Three Hundred Twenty Six Dollars (\$36,326) in accordance with Exhibit B, attached hereto and incorporated herein. Payment in full shall be made upon execution of this Agreement and submission of invoice to Chief Administrative Officer, El Dorado County, 330 Fair Lane, Placerville, CA 95667.
- 4. <u>Termination.</u> Either party may terminate this agreement for any reason by providing the other party with thirty (30) days advance notice in writing.
- 5. <u>Independent Capacity.</u> In the performance of this agreement, University and the agents and employees of University, shall act in an independent capacity and not as officers or agents of County.

## 6. <u>Indemnification</u>

, d

The parties shall defend, indemnify and hold each other 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 indemnifying party its officers, agents or employees.

## 7. <u>Amendment.</u>

This agreement constitutes the entire agreement between the parties regarding the subject matter herein. Any modification to this agreement shall be made in writing and must be signed by the authorized representatives of both parties.

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

| FOR:          | EL DORADO COUNTY |      | FOR: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  Lynz E. Deetz  Principal Contracts & Grants Analyst |
|---------------|------------------|------|---|
| Name<br>Title |                  | Date |   |