

Agreement No. MOA NevCo 2016

THIS AGREEMENT is made on the date last signed below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, Agriculture and Natural Resources (hereinafter called "University") and the COUNTY OF NEVADA (hereinafter called "County").

The parties hereto agree as follows:

1. **SCOPE OF WORK.** University shall provide Master Gardener services and educational activities within the county. County shall provide payment for services (as listed in Term 5, below) in accordance with the attached budget and scope of services.
2. **TERM.** The term of this Agreement shall be from July 1, 2016, through June 30, 2017.
3. **TERMINATION.** This Agreement shall be subject to termination by either party at any time, upon providing thirty (30) days prior written notice to the other party. Upon the giving of notice of termination by either party, University shall exert its reasonable efforts to limit or to terminate any outstanding financial commitments. County shall reimburse University for all allowable costs incurred by it for the Scope of Work, including without limitation all uncancellable obligations. University shall prepare, within ninety (90) days after the termination date, a report of all expenditures incurred and of all funds received hereunder and shall reimburse County for funds which may have been advanced in excess of total costs incurred.
4. **ALTERATION AMENDMENT.** No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.
5. **COMPENSATION.** The County shall pay the University a fixed amount of Twenty-Six Thousand Dollars (\$26,000) to be payable quarterly in equal installments of \$6,500. University's central accounting office shall submit invoices to Cindy Mitchell, UCCE Placer/Nevada, 11477 E Avenue, Auburn, CA 95603, cmitchell@ucanr.edu. County shall make checks payable to "The Regents of the University of California", include a reference this agreement by number, and mail the payments to the following address:

Cashier's Office
University of California
PO Box 989062
West Sacramento, California 95798-9062
6. The Parties shall defend, indemnify and hold each other harmless from and against any and all liability, loss, expense, 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, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party or its officers, agents, or employees.
7. **NOTICE.** All notices concerning this Agreement shall be effective only if made in writing personally delivered or deposited in the United States mail, postage prepaid and addressed as follows:

TO: COUNTY
Dan Miller
Chair of the Board
County of Nevada
950 Maidu Avenue.
Nevada City, CA 95959

TO: UNIVERSITY
Kathleen P. Nolan
Director
ANR Office of Contracts & Grants
University of California
ANR Building, Hopkins Road
2801 Second Street
Davis, CA 95618
530.750.1306 phone
knolan@ucanr.edu

8. WHOLE AGREEMENT. This Agreement constitutes the entire understanding of the parties respecting the subject matter hereof, and supersedes any prior understanding or agreement between the, written or oral, regarding the same subject matter.
9. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of California.

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

COUNTY OF NEVADA

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____

Dan Miller
Chair of the Board
County of Nevada

Date: _____

By:  _____

Wendy Ernst ^{KTR}
Contracts and Officer
Office of Contracts and Grants

Date: 5-25-2016

**Scope of Work and Budget
July 1, 2016– June 30, 2017**

Scope of Work

Provide leadership, assistance and guidance for the Nevada County University of California Cooperative Extension Master Gardener Program. Identify recruit, and train volunteers to implement programs in the county. Gather information and develop newsletters, news releases and other promotional material. Plan and deliver trainings for volunteers and clientele. Keep records, enrollment and related data and prepare reports and correspondence. Conduct a continual public relations and information program in the community. Assist in developing new strategies and deliveries to reach a broad, diverse clientele population.

Budget

\$26,000 Salary and benefits for Program Representative.