AGREEMENT NO. ANR-2007-01 between COUNTY OF MARIN and

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

THIS AGREEMENT is made by and between the County of Marin (hereinafter called "County") and The Regents of the University of California (hereinafter called "University"), on behalf of its University of California Cooperative Extension, Marin County.

WHEREAS, the University and County have a long history of working cooperatively in furtherance of the University's constitutional objectives of teaching, research and public service; and

WHEREAS, the University and County desire to facilitate their programs by cost sharing certain staff positions; and

WHEREAS, the County supports the work of this UCCE office staff position that is working to sustain and diversify agriculture in Marin;

WHEREAS, the County has already approved this expenditure during the July budget hearings; and

NOW, THEREFORE, the parties agree as follows:

- 1. <u>SCOPE OF WORK</u>. County shall reimburse University for payroll and related benefit and support expenses of a Staff Research Associate for Sustainable Agriculture in accordance with this Agreement.
- 2. <u>PERIOD OF PERFORMANCE</u>. The term of this Agreement shall be from July 1, 2006 through June 30, 2007.
- 3. <u>TERMINATION</u>. 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. In the event that Agreement is terminated prior to the end of the performance period (June 30, 2007), the amount paid to the University pursuant to Article 5, Rates, shall be prorated to cover the time the Agreement was in force, and the University shall return to County that portion of the amount paid for the period during which the contract is no longer in effect.
- 4. <u>ALTERATION, AMENDMENT</u>. 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. <u>RATES</u>. County shall reimburse University for services performed under this agreement a total amount not to exceed Sixty OneThousand Two Hundred Fifty and No/100 Dollars

(\$61,250). One Payment shall be made in the amount of Sixty One Thousand Two Hundred Fifty and No/100 Dollars (\$61,250) upon University's submission of an invoice indicating the Agreement Number, payment amount as defined herein, and University's taxpayer identification number. The invoice shall be mailed to:

County of Marin Attn: Effie Cook 1682 Novato Blvd, Suite 150B Novato, California 94947

6. 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: UNIVERSITY **DANR** Contracts and Grants University of California 1111 Franklin Street, 6th Fl. Oakland, CA 94607-5200 ATTN: Lynn Deetz

TO: County of Marin County of Marin 1682 Novato Blvd, Suite150B, Novato, CA 94947-4209 Attn: Effie Cook

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	COUNTY OF MARIN
By: Lynn E. Deetz Principal Contracts & Grants Analyst Date: 8706	By: Name: Title: Date:
	APPROYED AS TO FORM: