

MEMORANDUM OF UNDERSTANDING

between

The Regents of the University of California – Agriculture and Natural Resources,

and

Napa County

for a

Partnership

for the

Provision of the University of California Cooperative Extension Program

This Memorandum of Understanding (“MOU”) is executed as of the latest date of execution set forth below (the “Effective Date”), by and between The Regents of the University of California, on behalf of its UC Agriculture and Natural Resources, and its UC Cooperative Extension for Napa County (“University”), and Napa County (“County”).

WITNESSETH:

WHEREAS, the County was established in 1849 as one of the original 27 counties created by the state legislature on lands originally inhabited by the Patwin and Wappo peoples, with an economy based on agriculture and agricultural-related businesses; and

WHEREAS, the UC and the County have a cooperative relationship, as part of the national cooperative extension system, to provide extension and education, and the County has provided generous support to UC Cooperative Extension (UCCE) to implement programs and activities benefiting residents of the county; and

WHEREAS, the University’s UC Agriculture and Natural Resources (UC ANR) is one of the principal vehicles by which the University may deliver to the residents of California the benefits of its research into agriculture, natural resources management, healthy food systems, healthy environments, youth development and resilient communities, 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 UC ANR collaborates with local county governments and thus its program is collectively referred to as University of California Cooperative Extension (UCCE); and

WHEREAS, the County recognizes the value of UCCE to its residents and intends that this program be delivered in its County; 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 UCCE for the benefit of County; and

WHEREAS, the County has authority to enter this MOU.

NOW THEREFORE, in consideration of the terms and conditions contained herein, County and University do hereby agree to cooperate in the delivery of UCCE as follows:

I. PARTIES

A. The parties to this MOU are:

1. The Regents of the University of California, on behalf of its UC Agriculture and Natural Resources, and
2. Napa County

B. Each party certifies that it intends to, and does, contract with the other party that is a signatory to this MOU.

II. PURPOSE. The purpose of this MOU is to memorialize the University's agreement to provide the UCCE program to County, as well as the commitment of County to support the University in the provision of such program.

III. RESPONSIBILITIES OF THE UNIVERSITY

University agrees to do the following:

- A. Deliver University knowledge to County for the benefit of its residents, and agriculture and natural resource professionals, through a cadre of UCCE educational and applied research programs, as further described in Attachment A, *Cooperative Extension Program Provided by the University*.
- B. Continually improve UCCE in County by revising it as new University research is directly accessed by advisors (University academics).
- C. Upon request of the County, appear before the County's Board of Supervisors (and/or other County officials) to inform them of the progress and accomplishments of UCCE.
- D. 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 County; thereby realizing even greater programmatic impact locally.
- E. Appoint, assign, supervise, and pay the entire salaries and benefits of a professional staff of advisors (University academics) for the operation of UCCE in County. The appointment, number and assignment of such academics shall be determined by the University based on available resources. As resources permit, the University may also assign and pay the salaries of other personnel, both academic and non-academic.
- F. Subject to the County's annual budget process, submit narrative reports of UCCE accomplishments for the previous program year, and program goals for the upcoming fiscal year.

- G Designate one University employee as the Director of UCCE (“Area Director”) for County, who will represent and be responsible to the University’s Vice Provost of Research and Extension for all matters relating to the operation and conduct of UCCE in County.

- H. Provide organizational framework and support associated costs necessary to conduct UCCE, including but not limited to:
 - 1. Application of University Environmental Health and Safety (EH&S) standards, including assistance of University EH&S professional staff and provision of certain resources.
 - 2. Application of University Risk Management and Background Investigation standards, especially as they pertain to youth protection.
 - 3. Application of University management standards for accounting, budgeting, contracts and grants, development, human resources, legal affairs, information technology and other administrative matters.
 - 4. Off-site University staff for performance of all centralized administrative tasks arising out of UCCE program delivery to County that can be centralized.
 - 5. Future incremental costs increases associated with all of the above.

- I. Be responsible to County for expenditure of County funds and/or use of County resources. As well, be responsible for proper use, custody, and care of in-kind (tangible, non-monetary) resources that County may dedicate to UCCE.

IV. RESPONSIBILITIES OF COUNTY

County agrees to do the following:

- A. Subject to the County’s annual budget process, provide in-kind (tangible, non-monetary) resources memorialized in Attachment B, *In-kind (Tangible, Non-Monetary) Support Provided by County*. Provision of any or all of the in-kind resources for use by the University shall not be deemed to convey to the University any interest in said County in-kind contributions.

V. RESPONSIBILITIES OF THE UCCE AREA DIRECTOR

The UCCE Area Director is the individual to whom University has delegated programmatic and administrative decision-making authority at the local level; they are the principal University representative for all matters relating to this MOU. The UCCE Area Director will act as the head of the UC Cooperative Extension Department within the County.

VI. COMMITMENT TO THE UCCE PARTNERSHIP

- A. UCCE comprises a collaboration between County and University for the benefit of the people of Napa County, to which both parties are committed. The parties agree that University cannot deliver UCCE absent the valuable support that County contributes. Likewise, the parties also acknowledge that County resources are limited.

- B. Accordingly, in the course of County’s annual budget processes, University will advise County of the minimum level of financial support required to deliver UCCE programs. County will

then collaborate with University to agree upon the specific level of support to be proposed for appropriation to UCCE by the Board of Supervisors in the coming fiscal year. In determining such amount, University will work with County, making every effort to accommodate any budget restrictions to which County may be subject. In turn, County will recognize University's responsibility to maintain program quality.

VII. GENERAL TERMS AND CONDITIONS

A. *Non-Discrimination:*

1. UC ANR prohibits discrimination against or harassment of any person in any of its programs or activities on the basis of race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, age, disability, income derived from a public assistance program, or reprisal or retaliation for prior civil rights activity.
2. UC ANR policy prohibits retaliation against any employee or person in any of its programs or activities for bringing a complaint of discrimination or harassment. UC ANR policy also prohibits retaliation against a person who assists someone with a complaint of discrimination or harassment, or participates in any manner in an investigation or resolution of a complaint of discrimination or harassment. Retaliation includes threats, intimidation, reprisals, and/or adverse actions related to any of its programs or activities.
3. UC ANR is an Equal Opportunity/Affirmative Action Employer.
4. University policy is intended to be consistent with the provisions of applicable State and Federal laws.
5. Inquiries regarding the University's equal employment opportunity policies or our nondiscrimination policies may be directed to:

UCANR, Interim Affirmative Action Compliance Officer
University of California, Agriculture and Natural Resources
2801 Second Street, Davis, California 95618
530-750-1397 Email: tljordan@ucanr.edu
Website: http://ucanr.edu/sites/anrstaff/Diversity/Affirmative_Action/

- B. *Confidentiality:* The parties may receive certain private information in the normal course of work under this MOU (e.g., home addresses of program participants, etc.). Such private information will be held in confidence to the greatest extent permissible under statute and each party's internal policies.
- C. *Clarification of Duties:* All parties agree that UCCE is an educational arm of the University. Accordingly, the University and its agents do not play a role in regulatory enforcement.
- D. *Fiscal Year:* The fiscal year applicable to this MOU will be July 1 through June 30.
- E. *Term:* This MOU will be in effect for five (5) years, commencing on the Effective Date and concluding five (5) years thereafter. At the end of this period, this MOU may be reissued for subsequent five (5) year period(s) through the use of a written amendment executed by both parties.

- F. *Effective Date:* The date of the latest signature appearing in the below signature block.
- G. *Modification:* This MOU may be modified or amended with the written approval of both parties, provided that the party proposing a modification or amendment submits the same in writing to the other party at least ninety (90) days in advance to allow for consideration of said proposal.
- H. *Termination:*
1. Either party may terminate their participation in this MOU without cause, and/or may withdraw their in-kind (tangible, non-monetary) resources or direct (monetary) support from UCCE. A party's intent to withdraw support (whether direct or in-kind) from UCCE must be specifically communicated by giving one hundred eighty (180) days advance written notice to the other party.
 2. Subject to the mutual agreement of both parties, termination by a party for cause may be effectuated with less than one hundred eighty (180) days advance written notice to the other party.
 3. If the County should find it necessary to terminate its participation in this MOU, University will withdraw UCCE from County. Under such circumstances, UCCE programs provided in neighboring Counties will no longer be available to people of Napa County after it has withdrawn its support.
- I. *Severability and Validity of Agreement:* If a portion, term, condition or provision of this MOU 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 shall not be affected.
- J. *Entire Agreement:* This MOU and the Attachments hereto constitute the entire agreement between County and University concerning the subject matter hereof. There are no warranties, representations, covenants or agreements, expressed or implied, between the parties except those expressly set forth in this MOU. Any amendments or modifications of this MOU shall be in writing as described above.
- K. *Assignment:* The rights and duties of the parties to this MOU may not be assigned or delegated.
- L. *Governing Law:* This MOU will be governed by and construed in accordance with the laws of the State of California.
- M. *Execution in Parts or Counterparts:* This MOU may be executed in several counterparts, each of which is an original and all of which constitutes but one and the same instrument.
- N. *Electronic Signatures:* This MOU may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this MOU and shall have the same force and effect as a manually executed original.

VIII. INDEMNIFICATION

- A. The Regents of the University of California shall defend, indemnify and hold County, 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 MOU, 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. County 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 MOU, 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 County, its officers, agents or employees.

IX. INSURANCE

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

- A. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000) general aggregate.
- B. If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this MOU.
- C. 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 (\$1,000,000.00) per occurrence.
- D. Workers' Compensation and Employers Liability Insurance in a form and amount covering each respective party's full liability under the Workers' Compensation and Insurance and Safety Act of the State of California as amended from time to time.
- E. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of County and the University against other insurable risks relating to performance.
- F. Coverage required under this Section shall not limit the liability of any party.
- G. Coverage referred to in this Section shall include the other party 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 insuring party, its officers, employees and agents. Upon request, either party shall furnish the other party with Certificates of Insurance or Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days advance written notice to the other party of any modification, change, or cancellation of any of the above insurance coverage.

X. VEHICLE USAGE

- A. County-Owned Vehicles

In connection with this MOU, County may, at its sole discretion, authorize employees and/or agents of University to operate vehicles owned by the County Board of Supervisors. The parties

agree that claims for damages arising out of any accidents that occur in County-owned vehicles operated by University employees and/or agents in the course and scope of their University duties, are the responsibility of University. County shall be responsible for claims for damages arising out of any accidents that occur in County-owned vehicles operated by County employees and/or agents in the course and scope of their County duties.

XI. 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 University’s general liability self-insurance program while acting in the course and scope of their volunteerism for University. University also therefore agrees to assume liability for the actions or negligence of these volunteer “agents” as set forth in Section VIII above, when they are acting in the course and scope of their volunteerism for University.

XII. CRIMINAL HISTORY AND IDENTITY CHECK OF EMPLOYEES AND VOLUNTEERS

- A. As described in its [Background Investigation Manual](#), the University strives to ensure the safety of everyone involved in its programs, especially youth. As a part of this effort, University requires a criminal history and identity check (i.e. fingerprinting) and submission of fingerprints to the Department of Justice, and/or the Federal Bureau of Investigation for certain employees, volunteers, and/or agents of University. University shall be responsible to:
1. Determine whether such fingerprinting is required,
 2. Obtain the employees’ volunteers’ fingerprints, and
 3. Obtain criminal background clearance from the appropriate agency. University reserves the right to decline the participation of any individual that does not pass the background clearance review to University’s satisfaction.
- B. County agrees to obtain fingerprints from, conduct California Department of Justice background checks on and subsequent arrest notices (SANs) for any County employees assigned to assist UCCE that interact with youths participating in UCCE programming, as such employees will be acting as mandated reporters under state law.
- C. County agrees to inform University of any aspect of its operations that might present an especial risk to youth (e.g., convicted felony sex offender on staff, etc.).

XIII. NOTICES

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

- A. For University:

Lauren Cartwright, Area Director
UCCE Napa County
1710 Soscol Ave, Suite 4
Napa, California, 94559

B. For County:

Rebecca Craig, Assistant Chief Executive Officer
County of Napa
1195 3rd Street
Napa, California, 94559

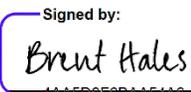
In witness whereof, the parties have executed this MOU as of the latest date of execution set forth below.

NAPA COUNTY, a political subdivision of
the State of California

By: _____
ANNE COTTRELL, Chair of the
Board of Supervisors

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| <p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Chris R. Y. Apallas</i> Deputy County Counsel</p> <p>Date: June 12, 2025 Doc. No. 133236</p> | <p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p> |
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THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

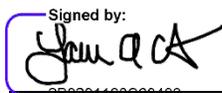
Signed by:


 Brent Hales
 Associate Vice President, UC Agriculture and Natural Resources

6/5/2025

 Date

Reviewed and Recommended

Signed by:


 Lauren A. Cartwright, Area Director
 University of California, Agriculture and Natural Resources

6/5/2025

 Date

Attachment A

UCCE Program Provided by University

University will fulfill annual reporting requirements set out by County during annual budget process, including reports of annual departmental accomplishments and detailed and specific program goals for upcoming fiscal year. UCCE programs will serve the residents of Napa County by providing evidence-based research, education and public service that will promote solutions problems in agriculture, natural resources (including wildfire and environmental quality), wildlife, community health and nutrition, and youth development.

In the course of their work, UCCE advisors (University academics) and program representatives (University staff) will deliver a range of locally relevant programs focusing on farming, natural resources, the environment, community health, 4-H youth development, science literacy and Master Gardeners. Advisors and program representatives will use workshops, field days, public meetings, newsletters, the mass media and other communication tools to bring needed information to County. Further, advisors and program representatives will use collaborations with government, non-profit, and private agencies to extend the reach of their programs. Finally, advisors and program representatives may collaborate with UC 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 County.

Subject to availability of required resources, UCCE would implement programs with the following areas of emphasis.

Agriculture and Natural Resources: Research and educational programs that meet local agriculture and natural resource needs, focused on enhancing the agricultural productivity and competitiveness of Napa County and stewarding water, land and air resources and local wildlife populations. Together with farmers, pest control Advisers and industry representatives; current and emerging agricultural opportunities and problems would be identified.

Master Gardeners: University-trained volunteers under the direction of a program representative, provide advice and support for local gardeners and non-commercial horticulturists in Napa County on current and emerging topics in horticulture, pest management, water and soil resources, and climate change adaptation.

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 representatives and advisors 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.

Attachment B
In-Kind (Tangible, Non-Monetary) Support Provided by County

In accordance with the above Section No. IV., *Responsibilities of County*, County agrees to support University's provision of the Cooperative Extension program with in-kind (tangible, non-monetary) support as follows.

| <i>In-Kind (Tangible, Non-Monetary) Resources Provided by County</i> |
|--|
| <p><u>Employees:</u> Full-time (FTE) or part-time (PTE) County employees to support the UC Cooperative Extension. Such County employees will provide University with services including, but not limited to, programmatic, administrative and other assistance in support of the UCCE mission and delivery of local programs. County shall employ these individuals assigned to support UCCE, and shall support all wages, benefits, Worker's Compensation Insurance, dispute resolution and other costs associated with employment by County. Amount of funding support shall be determined annually during the County budget development and adoption process. Total FTE is currently 4.0, but subject to determination annually during the County budget development and adoption process and following protocols established by the Office of the CEO and Human Resources.</p> |
| <p><u>Space:</u> Fully functional and fully serviced office space including furniture; heating and air-conditioning; telephone and high-speed internet connectivity; maintenance, cleaning and security; meeting, kitchen, laboratory, storage and conference space; as well as access to toilet facilities and secure parking.</p> |
| <p><u>Equipment:</u> Items comprising fully functional and fully serviced office equipment including but not limited to computers, copiers, printers, audio/visual, desk and/or mobile telephones, postage machines, etc.</p> |
| <p><u>Supplies & Miscellaneous:</u> Items comprising all business supplies, services and other miscellaneous necessities required for a fully functional and fully serviced business office, including but not limited to stationery, paper, printing, computer software, postage and freight, household & safety supplies, laboratory, field test, and demonstration materials, etc.</p> |
| <p><u>Transportation, Training & Conference Expenses:</u> Means of transportation necessary for the conduct of the official duties of the local UC Cooperative Extension staff, including attendance of training, development, and administrative meetings that may occur outside the County. This includes, but is not limited to, provision of vehicles, fuel, maintenance, other associated costs, such as outside contractors to facilitate staff training and development in alignment with the departmental mission.</p> |
| <p><u>Travel:</u> Support for all travel necessary for the conduct of the official duties of the local UCCE personnel, including but not limited to, transportation, mileage reimbursement when using UCCE or personal vehicles, tolls, lodging, subsistence, other associated costs, etc., unless such travel costs are otherwise covered by contracts, grants or donations.</p> |