

**AMENDMENT OF AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR
Between
THE COUNTY OF SANTA BARBARA
And
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

THIS FIRST AMENDMENT OF AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR is made and entered into as of the date of execution set forth below, by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California ("County") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation ("University").

County and University hereby agree as follows:

1. The Agreement for Services of Independent Contractor between the parties dated August 26, 2015 ("Agreement"), which relates to University's provision of UC Cooperative Extension programs within the County of Santa Barbara, is hereby amended as follows:
 - a. Exhibit A to the Agreement, "statement of Work," is hereby deleted in its entirety and replaced with the attached Exhibit A.
 - b. Exhibit B to the Agreement, "Payment Arrangements," is hereby deleted in its entirety and replaced with the attached Exhibit B.
2. Except as expressly amended above, the Agreement remains in full force and effect.

EXHIBIT A

AMENDED STATEMENT OF WORK

I. This attachment is incorporated by reference to the Agreement.

II. BACKGROUND

- A. State of California Education Code Section 32330 provides for the appropriation of County funds by the County Boards of Supervisors for the support of Cooperative Extension work in Agriculture and Natural Resources for the benefit of the COUNTY and in cooperation with the UNIVERSITY.
- B. Pursuant to Section 32330, and at the request of the COUNTY, a Cooperative Extension office was established in Santa Barbara County in September of 1920. With the COUNTY'S support, the UNIVERSITY has served the people of Santa Barbara continuously since that time.

III. METHOD OF SERVICE DELIVERY

Beginning with the Agreement executed in August 2010, UNIVERSITY implemented a regional approach to providing the services listed below to Santa Barbara County. Advisors will provide at least the same level of services to Santa Barbara County as was provided in FY 2009-2010, and at no time during the term of this Agreement shall the number of Advisors providing services within Santa Barbara County fall below three. Yearly, the University shall meet with the appropriate County departments to develop metrics for specific, mutually agreed upon goals performance measures to be achieved by the University during the contract period

IV. RESPONSIBILITIES OF UNIVERSITY

A. UNIVERSITY Advisors and paraprofessionals (program assistants) will provide consultation services to COUNTY, including research based training, educational guidance and access to beneficial UNIVERSITY resources and will deliver direct program services for the following programs:

1. Applied research and Extension Education Programs in Agriculture and Natural Resources, Nutrition, Family & Consumer Sciences, and 4-H Youth Development:

Agriculture & Natural Resources

Improve productivity, competitiveness and overall viability of agriculture and related entities by conducting applied research and outreach programs to address these issues. Programs will focus on:

- Applied research and educational/extension activities, including grower workshops serving English and Spanish-speaking clientele. May include applied research in:
 - Strawberry production.
 - Vegetable crops production.
 - Small farm crops, including fruit production and organics.
 - High-value berry crops.

- Nurseries management and flower production.
 - Viticulture.
 - Water quality, management, conservation and efficient use.
- Support for avocado, citrus and subtropical industries.
 - Assess potential new crops for Santa Barbara County.
 - Pest management, including integrated pest management practices.
 - Plant pathology and disease management.
 - Support for watershed function and natural resource issues on watersheds associated with rangelands
 - Support for oak woodlands and rangeland issues including endangered species, noxious invasive weeds, wildland fires, grassland restoration (reseeding and brush management), forage production and ecology.
 - Support for the Beef production industry including grazing management strategies.
 - Support for the County Energy and Climate Action Plan through providing evidence based information.

Youth, Family, Nutrition and Community Programs

Conduct a Master Gardener Program that includes education/extension activities in areas that may include:

- Home horticulture and food production.
- Community gardening as a means to increase community food security and health.
- Community gardening efforts that support environmentally sound practices.
- Support for school gardens and youth gardening efforts via 4-H and other youth-serving organizations and agencies.
- Helpline support for home and community gardeners that focuses on a wide range of issues, including food product and water use and conservation.
- Extend information about wildfire prevention.

UC Cal Fresh Nutrition Education Program (CalFresh NEP)/Other Nutrition Efforts

- Leverage USDA funds to decrease childhood obesity and promote a healthy lifestyle by providing nutrition information to low-income school students in North County.
- Conduct other childhood obesity prevention and healthy lifestyle programs by educating extenders working with populations of youth and families, particularly in North County.

4-H Youth Development

- Increase outreach to Latino youth in northern Santa Barbara County.
 - To provide support for a 4-H community club program and special programs that will serve at least 1400 youth in FY 15-16.
 - Support development and expansion of the 4-H Science, Engineering and Technology (SET) Program.
2. Collaboration with the United States Department of Agriculture (USDA), National Institute of Food and Agriculture (NIFA), and numerous other funding and project opportunities, and

3. Other programs as agreed to by the parties.
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- B. UNIVERSITY shall submit to COUNTY for COUNTY'S approval, quarterly reports summarizing the services performed during the past quarter including actual expenditures when available, which reports will be due by the last day of the first month of the following quarter. The report must include a summary of the program services provided, a list of the UNIVERSITY personnel who provided the services, the outcomes obtained as a result of the provided services, and information regarding progress on specific metrics the UNIVERSITY and the COUNTY have agreed to.
 - C. UNIVERSITY will appoint, assign, supervise, and pay the salaries and benefits of the professional staff of academic Advisors to perform agreed upon educational and applied research programs in Santa Barbara County. The number of Advisors shall be determined by UNIVERSITY and shall be conditioned upon the availability of funds and the continued financial support of such program by the COUNTY except that at no time during the term of this Agreement shall the number of Advisors providing services within Santa Barbara County fall below three. UNIVERSITY shall also assign paraprofessional staff to assist the Advisors providing services within Santa Barbara County to ensure the smooth operation of the programs contemplated by this Agreement. The UNIVERSITY at its discretion may assign and pay the salaries of other staff for special programs.

IV. RESPONSIBILITIES OF COUNTY

- A. COUNTY will provide funding to UNIVERSITY in the amount specified in Exhibit B of this Agreement to defray the costs associated with the work of UNIVERSITY'S Advisors and paraprofessional staff. COUNTY shall pay for the following related expenses for services provided in Santa Barbara County:
 1. Expenses incurred by UNIVERSITY for maintaining paraprofessional staff, renting facilities for educational programs and meetings, and travel expenses to and from Santa Barbara County;
 2. Costs for supplies required for program delivery;
 3. At no time will COUNTY be responsible for payroll expenses for UNIVERSITY Advisors.
- B. COUNTY acknowledges William Frost, Director of the Research and Extension Center System and Associate Director of Cooperative Extension and the Agricultural Experiment Station as the principal representative of UNIVERSITY for all matters relating to this Agreement. County Director Mary Bianchi will be responsible for management of Cooperative Extension work in Santa Barbara County. Her range of authority will specifically include (but will not be limited to) allocation of UNIVERSITY resources and of COUNTY funds used to perform Cooperative Extension work in Santa Barbara County.
- C. COUNTY will collaborate with UNIVERSITY with respect to the delivery of programs and the needs of the COUNTY for specific UNIVERSITY programs.
- D. After receipt and review of each quarterly report, COUNTY will consult with UNIVERSITY to review progress towards achieving performance measures as outlined in the scope of work and where not clearly identified in the quarterly report.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

I. This attachment is incorporated by reference to the Agreement.

II. For UNIVERSITY services to be rendered under this Agreement, UNIVERSITY shall be paid a total fixed price contract amount, of \$166,500 as follows:

Payment for fiscal year 2015-16 will be in the amount of \$166,500, paid in one installment of \$81,000 on November 30, 2015, and one installment of \$85,500 on May 31, 2016.

III. Payment for services shall be made upon UNIVERSITY'S satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.

IV. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require UNIVERSITY to correct such work or billings or seek any other legal remedy.