

**AMENDMENT NO. 24**

**COOPERATIVE AGREEMENT**

**FOR**

**WATER QUALITY PROGRAM SUPPORT**

THIS AMENDMENT, for purposes of identification hereby numbered Amendment No. 24 to Agreement D04-060, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014, 2020, by and between the County of Orange, hereinafter referred to as "COUNTY", and the Regents of the University of California on behalf of its UC Cooperative Extension, Orange County, hereinafter referred to as "UNIVERSITY", which are sometimes referred to as individually as "PARTY" or collectively as "PARTIES".

**WITNESSETH**

WHEREAS, in 1990, the PARTIES established a Memorandum of Understanding for the COUNTY to provide funding and the UNIVERSITY to operate a Cooperative Extension within Orange County to plan and conduct research and educational programs for the benefit of COUNTY residents; and

WHEREAS, on May 10, 2005, the PARTIES approved Cooperative Agreement D04-060 (hereinafter "AGREEMENT") to support COUNTY mandated core programs including water quality research, education, and outreach activities in areas where UNIVERSITY has extraordinary expertise, particularly related to fertilizer and pesticide applications, exotic species control, education and outreach, and training for pesticide management; and

WHEREAS, the AGREEMENT provided for an annual payment of two hundred and fifty thousand dollars (\$250,000) by the COUNTY to the UNIVERSITY with annual extensions through June 30, 2010; and

WHEREAS, on June 22, 2010 the PARTIES approved Amendment No. 1 to the AGREEMENT extending the term by one year renewable for four additional years and amending Sections 6 (Services to be Provided by County) and 20 (Notices).

~~WHEREAS, the University has prepared a summary of its extensive accomplishments since approval of Amendment No. 1 of the AGREEMENT; and~~

WHEREAS, the PARTIES approved Amendment No. 2 to the AGREEMENT extending the term for one year renewable for four additional years through June 30, 2020, to update the name of the UNIVERSITY's project manager, to clarify the description of the services to be provided, and to update the notice contact information.

WHEREAS, the AGREEMENT, as amended by Amendment No. 2, was renewed by the Deputy Purchasing Agent for four additional years from July 1, 2016 to June 30, 2020 through Amendment No. 3.

WHEREAS, the PARTIES desire to amend the AGREEMENT a ~~second~~ <sup>fourth</sup> time to extend the term for one year renewable for four additional years through June 30, ~~2020~~ <sup>2025</sup>, to revise the annual payment of two hundred and fifty thousand dollars (\$250,000) to three hundred thousand dollars (\$300,000) starting year three on July 1, 2022, ~~to update the name of the UNIVERSITY's project manager, to clarify the description of the services to be provided, and to update the notice contact information.~~

WHEREAS, the UNIVERSITY has prepared a summary of its extensive accomplishments since approval of Amendment No. 3 of the AGREEMENT; and

NOW, THEREFORE, in consideration of the foregoing, it is agreed by and between the PARTIES hereto that the AGREEMENT, ~~as previously amended,~~ remains in full force and effect, ~~except that all references to Resources and Development Management Department shall be amended to OC Public Works Department and~~ except that Sections ~~1, 3, 6, 9 and 20~~ are amended in their entirety as follows:

~~1. RETAINER~~

~~County does hereby retain UNIVERSITY to provide the SERVICES upon the terms and conditions hereinafter specified. UNIVERISTY's project manager ("Project Manager") who shall be assigned to manage completion of the SERVICES and who is accepted by County id Darren Haver. Any change in PROJECT MANAGER must be approved in writing by the Director of OC Public Works Department or his designee (hereinafter referred to as "DIRECTOR").~~

3. TERM

The term of this AGREEMENT shall be through June 30, ~~2016~~ <sup>2021</sup> renewable for four additional twelve (12) month periods upon mutual agreement of the PARTIES as memorialized in writing thirty (30) days prior to expiration. DIRECTOR may extend the term based on prior satisfactory performance and provided that all terms and conditions remain unchanged.

~~6. SERVICES TO BE PROVIDED BY COUNTY OF ORANGE~~

~~The DIRECTOR shall assign an appropriate staff representative (hereinafter "STAFF REPRESENTATIVE") to coordinate with the UNIVERSITY in implementing this AGREEMENT and completing the SERVICECS as described in Section 4. STAFF REPRESENTATIVE shall provide direction to UNIVERSITY, review UNIVERSITY's work, and assist UNIVERISTY in dealings with other public agencies and private parties and other activities which in the judgment of UNIVERSITY or DIRECTOR warrant attention.~~

9. PAYMENTS TO UNIVERSITY

The County will make a payment to the UNIVERSITY of two hundred and fifty thousand dollars (\$250,000) in years one and two of the AGREEMENT and three hundred thousand dollars (\$300,000) in years three, four and five of the AGREEMENT, starting on July 1, 2022, subject to the limitations described in Section 23 below (Limitation of Obligation Due to Non-Appropriation of Funds).

20. NOTICES

Notices and correspondence in connection with this AGREEMENT shall be addressed as set forth below or as either PARTY may hereinafter designate by written notice to the other.

COUNTY

County of Orange  
OC Public Works  
OC Environmental Resources  
2301 N. Glassell St  
Orange, CA 92865  
Attention: ~~Mary Anne Skorpanich~~ Deputy Director

UNIVERSITY

University of California  
Agriculture and Natural Resources Cooperative Extension  
Attention: Darren Haver, County Director  
7601 Irvine Boulevard, Irvine, CA 92618

And

University of California  
Agriculture and Natural Resources  
Cooperative Extension  
Attention: Kathleen Nolan  
Director Contracts and Grants  
2801 Second Street  
Davis, CA 95618

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on the dates opposite their respective signatures:

**Attachment B**

Attachment A

~~Amendment No. 2 to Agreement No. D04-060~~

~~D04-060 Amendment No. 4~~

COUNTY OF ORANGE

A body corporate and politic

Date: \_\_\_\_\_

By: \_\_\_\_\_

Chairwoman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

Date: \_\_\_\_\_

By: \_\_\_\_\_

~~Susan Novak~~ Robin Stieler, Clerk of the Board of Supervisors of County of Orange, Orange County, California

APPROVED AS TO FORM:  
COUNTY COUNSEL

By: \_\_\_\_\_

Deputy

Date: \_\_\_\_\_

**Attachment B**

Attachment A

~~Amendment No. 2 to Agreement No. D04-060~~

D04-060 Amendment No. 4

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,

Date: \_\_\_\_\_ By: \_\_\_\_\_

~~Wendy Ernst~~ Kimberly Lamar

~~Associate Director~~ Contracts and Grants ~~Officer~~