

**Memorandum of Understanding (MOU) Between
The Monterey County Agricultural Commissioner's Office and
The Grower Shipper Association Foundation**

Agricultural Education Program Development & Implementation

This Memorandum of Understanding (MOU) between the County of Monterey, through the Agricultural Commissioner's Office (hereafter, "County" or "MCAC") and the Grower Shipper Association Foundation (Foundation) (collectively, "the parties") sets forth the roles and responsibilities of each party regarding County funding for certain Agricultural Education Programs including the AgKnowledge program.

Recitals

Whereas, as part of the Budget process since FY 2009-2010, the Board of Supervisors of the County of Monterey has directed the MCAC's Office to provide support of agricultural education efforts; and,

Whereas, the parties understand and agree that said annual support from County, through the MCAC's Office, to the Foundation shall be dependent upon funding and approval by the Board of Supervisors as outlined through the County's Budget review and approval process; and,

Whereas, the MCAC has funding currently available in its FY 2018-2019 budget approved by the Board of Supervisors sufficient to make the payments set forth in this MOU for FY 2018-2019.

Now, therefore, the parties agree as follows:

Purpose

The purpose of this MOU is to provide funding to the Foundation for certain agricultural educational programs conducted or commenced by the Foundation in FY 2018-2019 to establish an understanding between the County through the MCAC, and the Foundation regarding the roles and responsibilities of said parties in relation to funding provided by the County, through the MCAC's Office, for Foundation educational programs

The MCAC shall provide funding to the Foundation for the purposes set forth in this MOU in an amount not to exceed \$50,000. Funding from the MCAC's Office pursuant to this MOU will be directed by the Foundation towards educational programs, including the AgKnowledge program, and more specifically to activities directly related to:

- Pest Management and Control
- Quarantines and Invasive Species
- Pesticide Use and Enforcement
- Fruit and Vegetable Standardization
- Crop Statistics

Grower Shipper Foundation

The Foundation is a nonprofit organization that is dedicated to providing the public factual and education information about the agricultural industry. The Foundation helps support local education, training, scholarship and leadership programs, community outreach and philanthropic endeavors. The Foundation delivers a nine (9) month professional development program, "AgKnowledge," to community leaders within Monterey County.

Under this MOU, the Foundation shall be responsible for performing the following tasks:

Collaborate with the MCAC and partners to develop, coordinate and deliver the annual AgKnowledge program; this shall include curriculum related to programs of the MCAC.

Recognize "partnership" with Monterey County/Agricultural Commissioner and utilize MCAC Logo as appropriate on print material, website, e-mail/correspondence, etc.

All funds shall be directed solely to the Agknowledge Program.

Provide budget and expenditure transparency.

Provide MCAC:

- Opportunity for opening remarks, closing marks, at each session; include opportunity for Board of Supervisors (as might be appropriate).
- Committee membership for all program development, selection for Fellow, etc.
- Full list of Fellows (names, affiliations, contact information, etc.)

Consider use of funds for scholarships based upon Committee recommendations.

Submit a final report of work performed and corresponding invoice(s).

Other provisions

Any future funding for this MOU is subject to funding availability as determined through the County's annual Budget review and approval process. Funds will be dispersed upon approval of the Board of Supervisors and the Agricultural Commissioner's Office receives report of services provided from Grower Shipper Association Foundation.

The County shall hold harmless and indemnify the Foundation for any claims, actions or proceedings arising out of the negligence or intentional misconduct of its officers, employees or agents in the performance of its duties pursuant to this MOU. The Foundation shall hold harmless and indemnify the County for any claims, actions or proceedings arising out of the negligence or intentional misconduct of its officers, employees or agents in the performance of its duties pursuant to this MOU.

Pursuant to California Government Code Section 8546.7 (Examination and audit of contracts involving expenditure of public funds), the parties to the MOU understand and agree that the MOU involves the

expenditure of public funds in excess of ten thousand dollars (\$10,000); and therefore, the parties shall be subject to examination and audit by the California State Auditor at the request of the County, or as part of any audit of the County by the State Auditor, for a period of three (3) years after final payment under this MOU and any amendments thereto.

Any action to modify or amend the MOU shall be done in writing. The party requesting the modification or amendment shall give the other party ninety (90) days written notice of any such proposed action which shall be subject to the mutual agreement of the parties to the MOU. Any modification or amendment to the MOU shall be in writing and shall be executed by and between the parties.

Either party may terminate the MOU by providing ninety (90) days written notice to the other party.

The individuals executing this MOU on behalf of the parties represent and warrant that he or she has the requisite authority to enter into this MOU on behalf of said party.

This MOU shall become effective upon the last date opposite the respective signatures below and shall continue in effect until June 30, 2019, or until the MOU is modified or terminated by the parties.

County of Monterey

Grower Shipper Association Foundation

By _____
Henry S. Gonzales
Agricultural Commissioner


By 
Type/Print Name: Dennis Donohue

Title: President
(Type/Print: Chair, President, Vice President, or CFO)

Date: _____

Date: FEB 11, 2019

Approved as to form and legality
Charles J. McKee, County Counsel

By 

Type/Print Name: LORRI A KOSTER

By 
Mary Grace Perry
Deputy County Counsel

Title: SECRETARY
(Type/Print: Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer)

Date: Feb 11, 2019

2-15-2019