

**Memorandum of Understanding (MOU) Between
The Monterey County Agricultural Commissioner's Office and
Monterey County Agricultural Education, Inc.**

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 Monterey County Agricultural Education, Inc., (MCAE) (collectively, "the parties") sets forth the roles and responsibilities of each party regarding County funding for certain Agricultural Education Programs including the Farm Day Experience program.

Recitals

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

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

Whereas, the MCAC has funding currently available in its FY 2013-14 budget approved by the Board of Supervisors sufficient to make the payments set forth in this MOU for FY 2013-14; Now, therefore, the parties agree as follows:

Purpose

The purpose of this MOU is to provide funding to MCAE for certain educational programs conducted or commenced by MCAE in FY 2013-14 through FY 2015-16 to establish an understanding between the County through the MCAC, and the MCAE regarding the roles and responsibilities of said parties in relation to funding provided by the County, through the MCAC's Office, for MCAE's educational programs.

The MCAC shall provide funding to MCAE in an amount not to exceed \$37,500 per fiscal year. Funding from the MCAC's Office will be directed by MCAE towards educational programs, including three Farm Day Experience programs, and more specifically to activities directly related to:

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

Other provisions

Any future funding in FY 2014-15 and FY 2015-16 to this MOU is subject to funding availability as determined through the County's annual Budget review and approval process.

County shall hold harmless and indemnify MCAE 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. MCAE shall hold harmless and indemnify 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 this 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, for a period of three (3) years after final payment under this MOU and any amendments thereto.

Any action to modify or amend this 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 this MOU shall be in writing and shall be executed by and between the parties.

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

The individuals executing this MOU on behalf of the respective 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, 2016, or until this MOU is modified or terminated by the parties.

County of Monterey

Monterey County Agricultural Education Inc.

By _____
Eric Lauritzen
Agricultural Commissioner

By _____
Type/Print Name: _____

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

Date: _____

Date: _____

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

By _____
Type/Print Name: _____

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

By _____
Mary Grace Perry
Deputy County Counsel

Date: _____