

**Memorandum of Understanding Between
the Monterey County Agricultural Commissioner's Office and
the Monterey County Fair**

This Memorandum of Understanding (MOU) between the County of Monterey, through the Agricultural Commissioner's Office (hereafter, "County" or "MCAC") and the Monterey County Fair, through the 7th District Ag Association ("MCF") (collectively "the parties") sets forth the roles and responsibilities of each party regarding County funding (not to exceed \$10,000) of the Fair Agriculture Building and replacement of a livestock scale for the 2016 Monterey County Fair for the purpose of agriculture education.

Recitals

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

Whereas, the parties understand and agree that said support from County through the MCAC's Office to MCF shall be dependent on funding and approval by the Board of Supervisors; and

Whereas, the MCAC's Office has funding currently available in its FY 2015-16 budget approved by the Board of Supervisors sufficient to make the payment set forth in this MOU for FY 2015-2016; Now, therefore, the parties agree as follows:

Purpose

The purpose of this MOU is to provide funding on or before August 30, 2016 to MCF for the one time replacement of a livestock scale for the 2016 Monterey County Fair which will take place from August 31, 2016 through September 5, 2016.

This MOU is to provide funding to MCF for a replacement livestock scale to be purchased by MCF in FY 2015-16 and to establish an understanding between the County through the MCAC and the MCF regarding the roles and responsibilities of said parties. The MCAC shall provide funding to MCF in an amount not to exceed \$10,000. Funding from the County through the MCAC's Office will be directed by MCF towards the replacement of an obsolete small livestock scale to continue and enhance agricultural educational programs.

Roles

Other Provisions

Any future funding to this MOU is subject to funding availability as determined through the County's annual Budget review and approval process.

The County shall hold harmless and indemnify MCF 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. MCF 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.

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 this 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 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 through and including September 5, 2016, or until this MOU is modified or terminated by the parties.

County of Monterey

**7th District Ag Association
Monterey County Fair**

By: _____
Eric Lauritzen
Agricultural Commissioner

By: Kelly Violini
Kelly Violini
CEO, Monterey County Fair

Date: _____

Date: 2/29/16

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

By: Mary Grace Perry
Mary Grace Perry
Deputy County Counsel

By: Jeanne C. Byrne

Type/Print Name: Jeanne C. Byrne

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

Date: 3-3-16

Date: Feb 29, 2016

Reviewed as to fiscal provisions

[Signature]
Auditor/Controller
County of Monterey 3/4/16