

**Memorandum of Understanding (MOU) Between  
The Monterey County Agricultural Commissioner's Office and  
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 Grower Shipper Association Foundation (Foundation) (collectively, "the parties") regarding the roles and responsibilities of each organization for the AgKnowledge education program shall be effective as of the last date opposite the respective signatures below.

**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 in the amount of \$12,500 to Foundation programs.

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

**Purpose**

The purpose of this MOU is 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 the Foundation's educational programs.

It is the desire of the parties to collaborate for their mutual benefit with respect to agricultural educational programs and activities described below. The scope of the program is countywide.

Support from the MCAC's Office will be directed towards the Foundation's AgKnowledge educational 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

**Roles and Responsibilities**

**Monterey County Agricultural Commissioner's Office**

Under this MOU, the MCAC's Office shall:

Collaborate with the Foundation on the development and implementation of educational programs, specifically the AgKnowledge program.

Provide funding, as available, to help support the AgKnowledge program activities that are directly related to MCAC programs.

## **Grower Shipper Association Foundation**

Grower Shipper Association Foundation is a nonprofit organization that is dedicated to providing the public factual and educational 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 month professional development program, “AgKnowledge,” to community leaders within Monterey County.

Under this MOU, the Foundation shall:

Collaborate with the MCAC’s Office and partners to develop, coordinate and deliver the annual AgKnowledge program. This shall include curriculum related to programs of the MCAC.

List Monterey County as a Co-sponsor on all materials.

Include the Agricultural Commissioner as a member of the AgKnowledge Committee.

Submit final report of work performed and corresponding invoice to MCAC.

## **Principles of Memorandum**

This MOU represents a voluntary understanding among the MCAC and the Foundation which is subject to funding availability as determined through the County’s annual Budget review and approval process.

Pursuant to California Government Code Section 8546.7 (Examination and audit of contracts involving expenditure of public funds), the parties to this 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.

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 to this MOU.

Any action to terminate this MOU shall be done in writing. The party initiating termination shall give the other party ninety (90) days written notice of any such proposed termination.

The MCAC’s Office and Foundation shall hold harmless and indemnify each other for any claims, actions or proceedings in accordance with the California Tort Claims Act.

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

The MOU between the parties shall become effective upon the last date opposite the respective signatures below and shall continue in effect, subject to funding availability through the County’s annual Budget review and approval process, until modified or terminated by the parties.

County of Monterey

Eric Lauritzen, Agricultural Commissioner

By \_\_\_\_\_

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

Approved as to form and legality

By \_\_\_\_\_  
Mary Grace Perry, Deputy

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

Grower Shipper Association Foundation

By \_\_\_\_\_

Type/Print Name: \_\_\_\_\_

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

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

By \_\_\_\_\_

Type/Print Name: \_\_\_\_\_

Title: Board Member \_\_\_\_\_

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