

**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 Budget process each year since FY 2009-10, 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 support from County, through the MCAC's Office, to MCAE shall be dependent on 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 2018-19 budget approved by the Board of Supervisors sufficient to make the payments set forth in this MOU for FY 2018-19.

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 2018-19 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 \$50,000. Funding from the MCAC's Office will be directed by MCAE towards educational programs, including three (3) Farm Day Experience programs, and more specifically to activities directly related to:

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

Roles

MCAE shall provide teacher training for Farm Day Experience programs.

MCAE shall include the MCAC's logo in print material.

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 receipt of report regarding services provided from Monterey County Agricultural Education, Inc.

The County shall hold harmless and indemnify the 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. The MCAE 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 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 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 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 until June 30, 2019, or until this MOU is modified or terminated by the parties.

County of Monterey

By: _____
Henry S. Gonzales
Agricultural Commissioner

Date: _____

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

By: _____
Mary Grace Perry
Deputy County Counsel

Date: 2-15-2019

Monterey County Agricultural Education, Inc.

By: _____
Frank Garcia

Type/Print Name: Frank Garcia

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

Date: 2-13-19

By: _____
Kerri L. Costa

Type/Print Name: Kerri L. Costa

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

Date: 2/8/19