

**CONTRACT NAME: MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF YOLO AND DAVIS JOINT  
UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This MOU is between the County of Yolo, Office of Agriculture and DJUSD. It provides a USDA Grant to help support local procurement with farms in Yolo County. The Yolo County Office of Agriculture will be the host for the grant and supply support services to the District.

Student Nutrition Services will receive \$8,000 from Yolo County Office of Agriculture as the oversight organization for the USDA Grant.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DAVIS JOINT UNIFIED SCHOOL DISTRICT FOOD SERVICES DEPARTMENT  
AND THE  
COUNTY OF YOLO**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by the DAVIS Joint Unified School District Food Services Department (“FOOD SERVICES”), AND THE County of Yolo (“COUNTY”).

**RECITALS**

WHEREAS, the Agricultural Commissioner of the County of Yolo (“Ag Commissioner”), seeks to work with FOOD SERVICES according to the provisions of the United States Department of Agriculture (“USDA”), Farm to School Grant Program, Agreement # CN-F2S-SS-16-CA-01 (AGREEMENT), a copy of which is attached hereto and incorporated herein by this reference; and

WHEREAS, FOOD SERVICES and the COUNTY wish to enter into an agreement specifying as set forth below, certain services to be provided:

NOW, THEREFORE, the parties agree as follows:

**AGREEMENT**

1. This MOU is effective as of November 17, 2016.
2. Upon the execution of the MOU, FOOD SERVICES will 1) participate in invoice and data collection by both the COUNTY and its evaluation sub-contractors for the purpose of tracking crop quantity and frequency information to translate for farmers, 2) participate in at least one (1) forager guided farm tour, 3) participate in at least one (1) Marketplace Exchange event. Additionally, FOOD SERVICES will use grant funds received to support local procurement and/or make minor equipment purchases with participation in the Yolo County USDA Farm to School grant from January 1, 2016 through December 31, 2016.
3. Upon providing required participation and purchasing data to the Grant Administrator and/or Impact Evaluation Coordinator in accordance with the payment provisions of the AGREEMENT, FOOD SERVICES will be eligible to receive a total amount not to exceed Eight Thousand Dollars (\$8,000) over the one year period. The following amounts may be invoiced at the beginning of the project or anytime thereof:

January 1, 2016 through December 31, 2016

In addition, FOOD SERVICES shall maintain documentation pertaining to its performance under this MOU for the time and manner described in Scope of Work. FOOD SERVICES shall document anything prescribed by USDA Farm to School Grant Program and/or the COUNTY and the subsequent Project Director assigned to this project. Examples include Menus, Timesheets, Pictures, and anything else outlined by either the USDA granting agency or the COUNTY.

4. The Services provided pursuant to this MOU shall be completed by no later than December 31, 2016.

5. This MOU shall be effective as of the Effective Date, and shall remain in effect until terminated or December 31, 2016, whichever is sooner. This MOU is subject to the COUNTY receiving sufficient funds from the USDA to pay for the activities required of FOOD SERVICES pursuant to this MOU. If USDA terminates Agreement # CN-F2S-SS-16-CA-01 with the COUNTY, or receipts under the AGREEMENT are insufficient, the COUNTY may terminate this MOU by giving ten (10) days advance written notice thereof to FOOD SERVICES, in which event the COUNTY shall have no obligation to pay FOOD SERVICES any further funds or provide other consideration and FOOD SERVICES shall have no obligation to provide any further services under this AGREEMENT.

6. FOOD SERVICES, and the agents and employees of FOOD SERVICES shall act as and be independent contractors and not officers, employees, or agents of the Ag Commissioner or the COUNTY. FOOD SERVICES has and shall retain the right to exercise full control of the supervision of the services, employment, direction, compensation, and discharge of all persons assisting FOOD SERVICES in the performance of services under this MOU. FOOD SERVICES shall be solely responsible for all matters relating to the payment of its employees, including but not limited to compliance with social security and income tax withholding, workers' compensation insurance, unemployment insurance, and all regulations governing such matters.

7. FOOD SERVICES shall defend, indemnify, and hold harmless the COUNTY, its officers, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of FOOD SERVICES, its officers, agents, or employees.

8. FOOD SERVICES shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. FOOD SERVICES shall defend COUNTY and reimburse it for any fines, damages, or costs (including attorney fees) that might be incurred or assessed based upon a claim or determination that FOOD SERVICES has violated any applicable law or regulation. FOOD SERVICES shall comply with any Federal Terms and Conditions set forth in performing the services described in this MOU.

9. This MOU constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This MOU may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. The MOU, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.

10. The MOU shall be deemed to be executed with the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this MOU shall be filed and resolved in a California State court located in Woodland, California.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date first written above by affixing their signatures hereafter.

FOOD SERVICES:

By: \_\_\_\_\_  
Associate Superintendent, Business Services  
Davis Joint Unified School District

Bruce E. Colby

Printed Name

526 B Street

Street Address/PO Box

Davis, CA 95616

City/State/Zip

530-757-5300

Phone

COUNTY:

By: \_\_\_\_\_

John Young  
Agricultural Commissioner

APPROVED AS TO FORM:  
COUNTY OF YOLO  
COUNTY COUNSEL

By: \_\_\_\_\_  
Phil Pogladvich