Example Template: Memorandum of Understanding (MOU)

The following is an example Memorandum of Understanding (MOU) for your Farm or Garden to explore pursuing an institutional partnership for land access. Urban growers often enter into agreements with schools and school districts. This template is adapted from an LA-based urban agriculture operation actively farming on a school site and is intended as a reference for farms and gardens pursuing a similar land-access pathway. This agreement was enabled by the organization's status as a non-profit and its aligned mission with its institutional partner. We hope that this example MOU will support your farm or garden's pursuit of viable growing land.

<u>This MOU is not to be used as-is. It is here to serve as an example or to be adapted per your unique relationship and terms established with an institutional partner.</u>

Farm/Garden Collaboration Agreement Between
[Your Farm/Garden]
And
[Institutional School Based Partner]

THIS COLLABORATION AGREEMENT ("Agreement") is made and entered into, effective as of July 1, 2024 ("Effective Date"), by and between[Institutional Partner], a public agency of the State of California ("District"), and [Your Farm/Garden], hereinafter "The Parties"

RECITALS

WHEREAS, [Your Farm/Garden] represents to the Board (as defined herein) that it is specially trained, experienced, qualified, and competent to perform the Services (as defined herein); and

WHEREAS, The Parties desire to collaborate in providing a [(Farm) or (Garden)]-based nutrition and physical activity curriculum for students and the surrounding community; and

WHEREAS, based on [Your Farm/Garden]' s representations, the Board of Education of the District ("Board") desires to contract with [Your Farm/Garden] to provide the

Services (as defined herein) and [Your Farm/Garden] desires to render the Services (as defined herein) pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the above recitals and of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Term.

a. This Agreement shall cover Services (as defined herein) performed during the period (the "Term") from the Effective Date through [Insert Date] (the "Termination Date"), unless earlier terminated as provided herein. The parties may renew this Agreement by mutual written agreement. No renewal, extension, or material modification shall be effective unless approved or ratified in accordance with District policy and applicable law.

2. Purpose: District's Designee.

a. District is the owner of that certain property upon which [School Name] is situated and the surrounding premises, and District will provide a designated, limited portion of the vacant lot at [School Name] for the Parties to collaborate and develop as a charity-based sustainable farm, subject to the terms and conditions set forth in this Agreement ("Services"). District may also, in its sole discretion, designate additional District school sites for similar collaboration under this Agreement, subject to mutually agreed logistical coordination and the terms and conditions of this Agreement. The designated portion of [School Name] and any additional District school site mutually agreed upon by the Parties in writing shall be referred to collectively as the "Site.

3. Materials: Permits and Insurance.

a. [Your Farm/Garden] shall provide all labor and tools necessary, including supplies, marketing, and management, to maintain a sustainable crop of vegetables and fruit grown without pesticides or chemical fertilizers on the specific District property at the Site. [Your Farm/Garden] represents that all workers that it utilizes to provide such services shall undergo background checks pursuant to Section 7 below, and will work under the liability and workers' compensation insurance of [Your Farm/Garden] and will not be working for District and will not be employees or contractors of District. The location of the Site shall not change, except by a subsequent written agreement of the Parties.

4. Costs and Obligations.

a. District shall pay for any and all changes, additions, or modifications to any existing or added irrigation systems of the Site that are necessary. District will pay for the water usage at the site. District shall provide [Your Farm/Garden] with exclusive access to a lockable storage space designated by District at the Site for storage of tools, supplies, and materials used in connection with the Services, subject to District's operational needs and applicable safety, access, and security requirements. [Your Farm/Garden] shall be responsible for costs of seed, compost, tools, and mulch. [Your Farm/Garden] will keep the Site uncluttered and free of garbage and tools, and will refrain from infringing on property outside the Site, and will not in any manner block or interfere with any other District property, access, or easements. [Your Farm/Garden] will cover the cost of wages and benefits for the farmers, seed, compost, and pest control at the Site. [Your Farm/Garden] will maintain the Site by amending the soil, weeding, planting, pruning, and harvesting. [Your Farm/Garden] shall remain solely responsible for securing and safeguarding its tools, equipment, supplies, materials, produce, and other personal property, and District shall not be responsible for any loss, theft, damage, destruction, or removal of such property, except to the extent caused by District's gross negligence or willful misconduct. Notwithstanding the foregoing, [Your Farm/Garden] shall not be deemed in breach of the Agreement to the extent its inability to perform any obligation under this Agreement is caused by the theft, vandalism, or unauthorized removal of tools, equipment, supplies, materials, produce, or other property from the Site or storage space, provided that [Your Farm/Garden] promptly notifies District and uses commercially reasonable efforts to resume performance.

5. Shared Usage.

a. [Your Farm/Garden] will:
    i. Farm the Site using organic methods.
    ii. Harvest and distribute the produce to the low-income families in [Your Farm/Garden]' s education program (some of whom attend District schools).
    iii. Offer any remaining produce to the community for sale or at no cost, at [Your Farm/Garden]' s sole discretion, to support the program and further [Your Farm/Garden]' s charitable mission, provided that all such distribution or sale shall be conducted by [Your Farm/Garden] in compliance with applicable law and without cost or liability to District.
    iv. Have [Your Farm/Garden]'s Farm Program Manager coordinate, on a mutually agreeable schedule and subject to reasonable availability, with District teachers who would like to collaborate with [Your Farm/Garden] to engage in demonstration/teaching activities at the Site, including

[(Farm) or (Garden)] lectures, demonstrations, and/or the use of a mutually agreed-upon designated bed for community planting and care.

v. Access the Site as reasonably needed after school hours and on weekends for purposes of maintaining the Site and performing [Your Farm/Garden]'s obligations under this Agreement, subject to District's site access, safety, security, and visitor procedures. Access during school hours is permitted only if such access does not interrupt or interfere with District operations, instruction, student activities, or school-site needs, as determined by District in its sole discretion.

vi. Coordinate with District's Designee regarding Site access procedures and provide advance notice of any material changes to [Your Farm/Garden]' s regular access schedule, if any.

vii. Require that their personnel comply with all District policies and procedures for visitors and/or subcontractors at all times while on District premises.

viii. Maintain the entire area of the [(Farm) or (Garden)], including weeds and overgrowth outside the growing area.

ix. Refrain from leaving piles of compost, mulch, fertilizer, or similar materials at the Site for more than two (2) weeks, unless otherwise approved in writing by District's Designee, and ensure that any such materials are maintained in a safe, orderly, and non-disruptive manner.

b. DISTRICT will:

i. Not permit its personnel or agents to prune or remove any trees, produce, native plants, or other vegetation from the Site, without consultation with [Your Farm/Garden], though District will not be held responsible for removal of produce by the general public.

ii. Not permit its personnel or agents to spray or spread Roundup, or any other herbicide or pesticide on the Site or on lawns or shrubbery within ten (10) feet of the Site.

iii. Not permit its personnel or agents to bar [Your Farm/Garden] farmers or other employees from the Site, provided that the farmers or other employees are properly identified with a badge and are in compliance with the terms and conditions of this Agreement.

6. Signage

a. District will create signs to be placed at the entrances or borders of the Site that state:

i. This school [(Farm) or (Garden)] is a collaboration between the District and [Your Farm/Garden].

ii. [Your Farm/Garden] is caring for this site and conducting [your Farm/Garden's relevant activities].

iii. This [(Farm) or (Garden)] site is also available for teachers who wish to collaborate with [Your Farm/Garden] to create outdoor educational activities for their students, with written permission and approval from [Your Farm/Garden]'s staff.

7. Criminal Background Check.

a. [Your Farm/Garden] and all of [Your Farm/Garden]' employees and Subcontractors shall comply with all requirements related to fingerprinting set forth in California Education Code Section 45125.1 and in District Administrative Regulations related to fingerprint background checks.

b. [Your Farm/Garden] shall ensure that [Your Farm/Garden] and any of [Your Farm/Garden]' s employees and Subcontractors who interact with students outside of the immediate supervision and control of the student's parent or a school employee, whether in person or online ("Unsupervised Contact"), or at the District's discretion as described in Section 45125.1(c) of the California Education Code will comply with the requirements of this Section prior to the initiation of performance under this Agreement. For the purpose of this Agreement, "Parent" refers collectively to the natural or adoptive parents), legal guardian(s), or a surrogate parents) appointed by District.

c. In the event that Unsupervised Contact with District students is anticipated, then, in accordance with and as required by California Education Code Section 45125.1, upon receipt of any employee or Subcontractor criminal background checks required under Section 5.1, [Your Farm/Garden] shall certify in writing to District the following: "Neither the [Your Farm/Garden] nor any of its employees and/or Subcontractors who are required in accordance with Section 45125.1 of the California Education Code to submit or have their fingerprints submitted to the California Department of Justice and who may interact with District students have been convicted of a felony as defined in Section 45122.1 of the California Education Code." No employee or Subcontractor shall be permitted to interact with District students until the Department of Justice has ascertained that the employee or Subcontractor has not been convicted of a felony as defined in California Education Code Section 45122.1 pursuant to prohibition and exceptions described in California Education Code Section 45125.1.

d. [Your Farm/Garden] shall register with the California Department of Justice for subsequent offender notification of its employees and Subcontractors who provide Services to, or may have Unsupervised Contact with, District students. [Your Farm/Garden] shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. It is [Your Farm/Garden]'s responsibility prior to commencing Services and on an ongoing basis through the Term of this Agreement, to provide District with updated information and changes in status on such

employees and Subcontractors in full and complete compliance with California Education Code Section 45125.1.

8. Insurance

a. [Your Farm/Garden] shall, at [Your Farm/Garden]' s expense, procure and maintain for the duration of this Agreement general liability, workers' compensation, if required by applicable law, automobile liability and other insurance to protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services pursuant to this Agreement by [Your Farm/Garden] and [Your Farm/Garden]' s subcontractors, officers, employees, agents, or representatives. District in no way represents or warrants that the insurance required under this Section 8 is sufficient to protect [Your Farm/Garden] for liabilities that may arise from or relate to this Agreement.

b. The general liability insurance shall have a per-occurrence limit of not less than [$_____], [$_____] in the aggregate. All such insurance will be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by [Your Farm/Garden] of the indemnity provisions set forth in this Agreement.

c. The workers' compensation insurance, if required by applicable law, shall insure [Your Farm/Garden]'s obligations and liabilities under the workers' compensation laws of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.

d. The automobile liability insurance shall have an each-occurrence limit of not less than [$_____], for bodily injury and property damage. The automobile insurance shall be at least as broad as the latest version of the Insurance Office Business Auto Coverage form number CA 001, code 1 (any auto). The automobile liability policy shall be endorsed to state that: (A) the District, its Board members, superintendent, officers, employees, volunteers, agents and representatives shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by [Your Farm/Garden] or for which [Your Farm/Garden] is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its Board members, superintendent, officers, employees, volunteers, agents, and representatives or, if excess, shall stand in an unbroken chain of coverage excess of the [Your Farm/Garden]' scheduled underlying coverage. Any insurance or self-insurance maintained by District, its Board members, superintendent, officers, employees, agents, and volunteers shall be excess of [Your Farm/Garden]'s insurance and shall not be called upon to contribute with it.

e. All commercial general liability, automobile liability, or comparable policies maintained by [Your Farm/Garden] shall name District, and such other persons or firms as District specifies from time to time as additional insureds. entitling them to recover under such policies for any loss sustained by them, their agents, and employees as a result of the negligent acts or omissions of [Your Farm/Garden]. All such policies maintained by [Your Farm/Garden] shall provide that they may not be terminated nor may coverage be reduced except after thirty (30) days' prior written notice to District. All commercial policies maintained by [Your Farm/Garden] will be written as primary policies, not contributing with and not supplemental to the coverage that District may carry. Certificates of insurance, together with originals of the endorsements that name District as an additional insured, extending coverage on a primary, non-contributory basis, shall be delivered to District prior to [Your Farm/Garden]'s commencement of the services pursuant to this Agreement and from time to time at least thirty (30) days prior to the expiration of the term of each such policy. The certificate(s) of insurance shall reference this Agreement by name, and the insured party named on the certificate(s) shall match the name of the [Your Farm/Garden] as identified in this Agreement. If an insurance policy is provided on a claims-made basis, then (i) the retroactive and continuity dates must begin before the Effective Date of this Agreement, (ii) [Your Farm/Garden] shall maintain the insurance for five (5) years after the completion of the services under this Agreement, and (iii) if the coverage is cancelled or non-renewed and not replaced with another claims-made policy with a retroactive date prior to the effective date of this Agreement, [Your Farm/Garden] must reporting coverage for a minimum of five (5) years after the completion of the services under this Agreement. Certificates of insurance must be provided through the period of the extended reporting option, or a copy of the endorsement evidencing the purchase of the extended reporting option shall be provided. [Your Farm/Garden] shall not commence providing the services under this Agreement until it has provided evidence satisfactory to District that [Your Farm/Garden] has secured all insurance required under this section. Neither District's failure to obtain a complying certificate of insurance or endorsement from [Your Farm/Garden], nor District's receipt of or failure to object to a non-complying insurance certificate or endorsement or any other insurance documentation provided by [Your Farm/Garden], its insurance broker and/or insurers), shall be construed as a waiver of any of the insurance requirements of this Section 8; provided however, that District may, in its sole discretion and in limited circumstances, modify or waive certain of these insurance requirements pursuant to an insurance sufficiency review based on the nature and scope of the services. [Your Farm/Garden] also shall require all of [Your Farm/Garden]' s subcontractors to procure and maintain the same insurance for the duration of the Agreement. In addition, [Your Farm/Garden] shall not allow any subcontractor to commence work on any subcontract until

the subcontractor has provided evidence satisfactory to District that the subcontractor has secured all insurance required under this section.

9. Delivery of Notices

a. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, email address, or at such other address as the respective Parties may provide in writing for this purpose:

[Insert Organization's Mailing Address] [Insert Institution's Mailing Address]

b. Such notice shall be deemed made (i) when personally delivered; (ii) forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid and addressed to the Party at its applicable address; or (iii) if sent by email, upon transmission, provided that the sender does not receive an automated bounce-back, delivery failure notification, or similar notice of non-delivery. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

10. Termination.

a. Either Party will have the right to terminate this Agreement if the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of same. Additionally, either Party may terminate this Agreement effective upon notice of same if:
    i. (the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or
    ii. the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.
b. This Agreement may be terminated by either Party for any reason by giving thirty (30) days' written notice to the other Party. Additionally, this Agreement may be terminated by District effective upon written notice to [Your Farm/Garden] if the performance of the services by [Your Farm/Garden] pursuant to this Agreement is rendered impossible or substantially impracticable, or is otherwise suspended, due to force majeure as set forth in Section 16 of this Agreement.

11. Duty upon Termination

a. Upon termination of this Agreement for any reason, whether by expiration of a term or earlier termination, District shall allow [Your Farm/Garden] sufficient

time, not to exceed sixty (60) days, in which to harvest any remaining produce and collect its personal property.

12. Indemnification.

a. Each party shall indemnify, defend, and hold harmless the other party, and its officers, directors, employees, and agents, from and against any and all claims, losses, liabilities, damages, and expenses arising out of the indemnifying party's negligent acts or omissions, willful misconduct, or breach of this Agreement, including the acts or omissions of its officers, directors, employees, agents, contractors, volunteers, or other persons under its control.

13. Independent Contractor.

a. District and [Your Farm/Garden] acknowledge that [Your Farm/Garden] is an independent contractor and not an officer, agent, or employee of the District.
b. District and [Your Farm/Garden] hereby acknowledge that [Your Farm/Garden] shall determine [Your Farm/Garden]' s own hours of work and work location; purchase, lease and/or maintain [Your Farm/Garden]' s own office, facilities and equipment; hire, fire, direct and control [Your Farm/Garden]' s agents, employee(s) or other representative(s) at [Your Farm/Garden]' s sole discretion; and shall be available to perform services for other school districts and/or the general public.
c. District and [Your Farm/Garden] further acknowledge that District shall not provide [Your Farm/Garden] with any training or instructions (other than job specifications) or tools and equipment (other than occasional use of District facilities and equipment). Should [Your Farm/Garden] require the use of District's facilities and equipment, [Your Farm/Garden] accepts the responsibility to coordinate with District's Designee the specific time(s) and use(s) in order to avoid any conflict of time(s) and use(s) of such District facilities and equipment.
d. [Your Farm/Garden] shall assume all ordinary expenses incurred in the performance of this Agreement, including, without implied limitation, document reproduction expenses and telephone charges. Services and expenses that are above the ordinary and may be required shall not be reimbursable unless previously authorized in writing by District's Designee and shall be covered by a specific addendum to this Agreement.
e. [Your Farm/Garden] shall at all times remain solely responsible for the services to be provided pursuant to this Agreement, regardless of whether [Your Farm/Garden] should choose to employ any agents, employee(s), or other representative(s) to perform any or all of such services; provided, however, that because of [Your Farm/Garden]' special expertise and potential contact with students, [Your Farm/Garden] shall not subcontract, assign or otherwise transfer any portion of the services or this Agreement or any interest therein, without the prior written approval of District's Designee in the District's Designee's sole and

absolute discretion. Any such attempt to subcontract, assign, or otherwise transfer any portion of the services or this Agreement without District's Designee's prior written approval shall be void and without effect, and shall permit District to terminate this Agreement immediately

f. [Your Farm/Garden] shall perform the services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. [Your Farm/Garden] represents and maintains that [Your Farm/Garden] is skilled in the professional calling necessary to perform the services. [Your Farm/Garden] warrants that all employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. [Your Farm/Garden] represents that [Your Farm/Garden], [Your Farm/Garden]' s employees and subcontractors, if approved pursuant to Section 13.6 of this Agreement, have all licenses, certifications, permits, qualifications and approvals of whatever nature that are legally required to perform the services, including a business license from the community where [Your Farm/Garden]' s business is located, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

14. Compliance with Laws.

a. [Your Farm/Garden] shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of the services, including all Cal/OSHA requirements, and shall give all notices required by law. [Your Farm/Garden] shall be liable for all violations of such laws and regulations in connection with providing the services. If [Your Farm/Garden] performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to District, [Your Farm/Garden] shall be solely responsible for all costs arising therefrom. [Your Farm/Garden] shall defend, indemnify and hold free and harmless District, its Board members, superintendent, employees, volunteers, attorneys and agents, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

15. Licensing.

a. [Your Farm/Garden] shall, during the term of this Agreement, obtain and maintain all licenses, certifications, permits and approvals of whatever nature that are legally required to provide the services.

16. Force Majeure.

a. In the event that performance on the part of either Party hereto is unavoidably delayed or suspended as a result of circumstances beyond said Party's reasonable control (the effects of which could not be prevented, mitigated or

overcome by said Party through the exercise of reasonable care and foresight, including the expenditure of reasonable sums), not including changes in market conditions, and not as a result of the negligent or willful acts or omissions of said Party, then neither of the Parties shall incur any liability to the other Party as a result of such delay or suspension. Circumstances deemed to be beyond the control of a Party hereunder shall include, but not be limited to, natural phenomena (acts of God) such as fires, floods, earthquakes, or severe storms; acts of war; terrorist acts or other acts of public enemies; insurrection; civil disturbance; labor strikes; government action (including action of a government authority resulting in a moratorium on the activities relating to this Agreement); national, state or local emergency; and epidemics or quarantine restrictions. The Party invoking force majeure shall give prompt notice to the other Party.

17. Governing Law: Venue.

a. This Agreement shall be governed by the laws of the State of California without regard to principles of conflict of laws. Venue for any lawsuit or claim arising out of or related to this Agreement shall be the County of Los Angeles. This Agreement shall not be governed by the Uniform Commercial Code. To the extent that there is to be delivery or performance of services under this Agreement, such services shall not be deemed "goods" within the definition of the Uniform Commercial Code.

18. Integration.

a. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. Neither of the Parties has relied upon any oral or written representation or oral or written information given to the Party by any representative of the other Party.

19. Severability.

a. If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the Parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement; provided that the Agreement so modified preserves the basic intent of the Parties.

20. Modification.

a. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both Parties. If any actual

or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall be void and of no force or effect.

21. Construction of Agreement.

a. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof.

22. Survival.

a. Sections 8 and 12 hereof, as well as any provisions of this Agreement that expressly extend or by their nature should extend beyond termination or expiration of this Agreement, shall survive and continue in full force and effect after any termination or expiration of this Agreement.

23. Waiver.

a. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

24. Headings.

a. The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.

25. Attorneys' Fees.

a. In the event of any action or proceeding (including, without implied limitation, any bankruptcy proceeding) to enforce or construe any of the provisions of this Agreement, the prevailing Party in any such action or proceeding shall be entitled to attorneys' fees and costs.

26. Further Assurances.

a. Each of the Parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their

obligations hereunder and to carry out the intent and agreements of the Parties hereto.

27. Assignment.

a. [Your Farm/Garden] shall not assign this Agreement or any interests therein without the prior written approval of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

28. No Third-Party Benefit.

a. It is expressly understood and agreed that this Agreement is entered into solely for the mutual benefit of the Parties hereto and that no benefits, rights, duties, or obligations are intended or created by this Agreement as to third Parties not signatories hereto.

29. Public Record.

a. [Your Farm/Garden] understands and acknowledges that under the California Public Records Act (CPRA), this Agreement is a public record subject to disclosure under the CPRA, and District shall have no obligation to provide written notification to [Your Farm/Garden] prior to disclosure thereof pursuant to a CPRA public records request or otherwise

30. Authority.

a. [Your Farm/Garden] has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each Party warrants that the persons who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

31. Counterparts.

a. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

32. Education Code Section 17604.

a. In accordance with California Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective

Signature [Your Farm/Garden] Representative

Signature [Institutional Partner] Representative