



P.O./ Contract #

Memorandum of Understanding

between

First 5 Butte County Children and Families Commission

and

Awardee

In Support of **insert text here**

This Memorandum of Understanding (MOU) is entered into upon execution by and between the First 5 Butte County Children and Families Commission (Commission), and **Applicant**

WITNESSETH:

WHEREAS, it is the desire of the **Awardee** to **(describe training and what will be learned.)**

RESULT AREAS, OUTCOMES AND INDICATORS:

The training aligns with the Commission’s Strategic Plan and will address the **(Insert)** Initiative.

Result Area: .

Strategy:

Indicator:

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

1. **TERM:** The term of this MOU shall commence upon execution and end
2. **COMPENSATION:** The Commission will provide (summarize budget). Any additional fees in excess of agreed amount will not be reimbursed. Awardees may request reimbursement for expenditures limited to airfare, lodging and registration fees. In-state travel must adhere to standard rates set by the US General Services Administration (www.gsa.gov).
3. **TERMS AND CONDITIONS:** **Awardee will:**
 - a) Provide the Commission with a brief report about the benefits and applicability of the training, along with an invoice for reimbursement, within 30 days of completing the professional development.
 - b) Share what they learned with identified groups, coalitions or committees.
 - c) Purchase goods and services, whenever reasonable and possible, from businesses located in Butte County.
 - d) Actively collaborate with other community entities to provide resources and services to families with children 0-5 and pregnant mothers.
 - e) Acknowledge funding from the Commission by including the Commission logo on all public materials related to the project, including but not limited to web sites, emails, news releases, newsletters, flyers and posters.
 - f) Ensure that they have procured sufficient insurance to
4. **HOLD HARMLESS:** Both Commission and **Awardee** shall hold harmless, defend and indemnify the other party and its officers, agents, and employees from and against any and all liability, loss, damage, expense, costs (including without limitation, costs and fees of litigation) of every nature arising out of or in connection with performance of work hereunder or failure to comply with any of the obligations contained in this agreement.
5. **INDEPENDENT CONTRACTOR:** This MOU does not include an exchange of staff. Any and all staff shall remain agents of their respective agencies.
6. **ALTERATION OF TERMS:** The body of this MOU fully expresses all understandings of the parties concerning all matters covered and shall constitute the total MOU. No addition to, or alteration of, the terms of this MOU whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of written amendment to this MOU which is formally approved and executed by all parties.

Notice: All notices, claims, correspondence, reports and/or statements authorized or required by this MOU shall be submitted through the Commission's Apricot 360 data system.

- 7. **DISPUTE RESOLUTION:** Any disagreements that may occur shall be resolved at the lowest possible level with a cooperative spirit.
- 8. **TERMINATION:** Commission and **Awardee** each reserve the right to immediately terminate this MOU, notifying each other likewise in writing. The Commission shall not provide reimbursement for any expenses incurred by the awardee if the awardee terminates the MOU, fails to attend or complete the training. Any Commission pre-paid expenses, regardless of whether they are refundable, shall be repaid to the Commission by the Awardee if the MOU is terminated or if the awardee fails to attend or complete the training.

IN WITNESS HEREOF, the parties hereto have executed this MOU as of the day and year written above.

**First 5 Butte County
Children & Families Commission**

AWARDEE

Date

Date

SAMPLE