

**Memorandum of Understanding between Orange County and the Towns of Chapel Hill, Carrboro, and Hillsborough:
Orange County Food Council**

Whereas, since July 1, 2015, the Orange County Board of Commissioners, Chapel Hill Town Council, Carrboro Board of Aldermen, and Hillsborough Board of Commissioners have provided financial support to the Orange County Food Council.

Whereas, the Orange County Food Council will provide advice and recommendations to the four jurisdictions on issues related to the county community food system and also facilitate communication between community groups, committees, commissions, and other boards whose work supports a thriving locally-owned farm economy, access to healthy food, food related economic development, strong communities, sustainable ecosystems, food sovereignty and healthy people.

Whereas, the parties to this Memorandum understand the value of this work to each jurisdiction and accordingly intend to continue to fund and support it.

Whereas, the Orange County Food Council Executive Committee consists of elected representatives appointed from each of the above governmental partners as well as the Co-Chairs of the Food Council, and at least two non-elected members of the Food Council who may or may not also be co-chairs, charged with providing oversight of the Food Council Coordinator.

Whereas, the Orange County Food Council consists of a 15-member council including elected representatives appointed to each of the above governmental partners, the Ag Preservation Board and a cross-section of representatives including food providers, chefs, farmers, institutions, food processors, food insecure or isolated community members, food waste and any other aspects of the food system in Orange County charged with providing direction for the council's work, and the parties to this Memorandum intend for the 15-member food council to continue to perform this role, and

Whereas, the parties to this Memorandum intend to provide funding to support a Food Council Coordinator, whose responsibilities have been outlined in a Job Description (Attachment A), and is designated as a County employee.

The parties to this Memorandum hereby clarify the roles and responsibilities of each body as it relates to funding and oversight.

The Executive Committee will:

1. Provide ongoing supervision of the Coordinator through the County Manager by:
 - Conducting joint annual performance reviews of the Coordinator with the Manager, after gathering input from the Food Council (Co-Chairs are a part of the Executive Committee) and others, as appropriate;
 - Approving an annual work plan for the Coordinator, subject to final approval by the Manager;
 - Meeting with and reviewing the work plan with the Coordinator and the Manager quarterly;

- Participating in interviews for the hiring of the Coordinator;
- Making recommendations to the Manager regarding performance concerns related to the Coordinator.

2. Meet quarterly, with staff support, to review progress under the annual work plan.

B. The 15-member Food Council will:

- i. Convene stakeholders to build strategic partnerships across sectors, identify issues, build program alignment and collaboration opportunities
- ii. Research and identify challenges and opportunities within the Orange County food system
- iii. Educate the community on the Orange County food system
- iv. Promote a thriving local farm economy, access to healthy food, food related economic development, strong communities, sustainable ecosystems, and healthy people
- v. Develop strategies, and advise on policy recommendations to encourage the growth of a robust community food system and a healthier population.
- vi. Will develop and approve an annual work plan
- vii. Present an annual report to all elected bodies

A. Towns and County will:

1. Appoint an elected representative to serve as liaison between the governmental jurisdiction and the Orange County Food Council. The appointed representative will serve on the Executive Committee.
2. The County will provide office space and supplies for the use of the Coordinator.
3. Provide staff assistance as needed to support the Coordinator and Orange County Food Council members and workgroup members subject to Town Manager and County Manager direction.
4. Operate its program on the same fiscal year as that operated by the Towns and County.
5. Not have supervisory authority over any Town or County staff who may be assigned to provide assistance to the Executive Committee.
6. Assist with the annual implementation efforts of food council and workgroup priorities.
7. Continue to support the Orange County Food Council.
8. The amount of funding to be provided by each partner will be determined by utilizing a population-based formula based on the latest Census data. Based upon the 2010 Census data, the percentage contributions are as follows:
 - Orange County 39%
 - Town of Chapel Hill 41%

- Town of Carrboro 15%
- Town of Hillsborough 5%

9. Receive an annual report from Orange County Food Council.
10. Not be required or expected to continue funding the Coordinator position should the funding not be available through any one or more of the other partners.
11. Not require or suggest the Orange County Food Council or it's Coordinator perform work on goals that are not in her/his work plan for the food council.

- B. This Memorandum will remain in effect for two years from the date of its adoption by all Parties. The Memorandum may be renewed for up to five additional two-year terms. Any Party hereto may withdraw from the Memorandum by providing written notice to every other Party at least 12 months prior to the start of the fiscal year in which the Party wishes to withdraw. If a Party chooses to withdraw existing Parties may choose to renegotiate a new MOU.

[SIGNATURES TO FOLLOW]

Wherefore the Parties hereto have set their hands and seals on the day and dates recorded below.

ORANGE COUNTY

Mark Dorosin, Chair

ATTEST

STATE OF NORTH CAROLINA
ORANGE COUNTY

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that _____, personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners for Orange County, North Carolina and that by authority duly given and as the act of said County, the foregoing instrument was signed in its name by the Chair of said Board of Commissioners and attested by her as Clerk to said Board of Commissioners.

Witness my hand and official stamp or seal this _____ day of _____, 20____.

Notary Public_____

(Notary Seal)

My commission expires:_____

TOWN OF CHAPEL HILL

Pam Hemminger, Mayor

ATTEST

STATE OF NORTH CAROLINA
ORANGE COUNTY

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that _____, personally came before me this day and acknowledged that he/she is the Town Clerk for the Town of Chapel Hill, North Carolina and that by authority duly given and as the act of said Town, the foregoing instrument was signed in its name by the Mayor of the Town of Chapel Hill, NC and attested by her as Town Clerk for the Town of Chapel Hill, NC.

Witness my hand and official stamp or seal this _____ day of _____, 20____.

Notary Public_____

(Notary Seal)

My commission expires:_____

TOWN OF CARRBORO

Lydia Lavelle, Mayor

ATTEST

STATE OF NORTH CAROLINA
ORANGE COUNTY

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that _____, personally came before me this day and acknowledged that she is the Town Clerk for the Town of Carrboro, North Carolina and that by authority duly given and as the act of said Town, the foregoing instrument was signed in its name by the Mayor of the Town of Carrboro, NC and attested by her as Town Clerk for the Town of Carrboro, NC.

Witness my hand and official stamp or seal this _____ day of _____, 20____.

Notary Public_____

(Notary Seal)

My commission expires:_____

TOWN OF HILLSBOROUGH

Tom Stevens, Mayor

ATTEST

STATE OF NORTH CAROLINA
ORANGE COUNTY

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that _____, personally came before me this day and acknowledged that he/she is the Town Clerk for the Town of Hillsborough, North Carolina and that by authority duly given and as the act of said Town, the foregoing instrument was signed in its name by the Mayor of the Town of Hillsborough, NC and attested by her as Town Clerk for the Town of Hillsborough, NC.

Witness my hand and official stamp or seal this _____ day of _____, 20_____.

Notary Public_____

(Notary Seal)

My commission expires:_____