

**RENEWAL AND AMENDMENT NO. 1
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
MEarth**

THIS RENEWAL AND AMENDMENT NO. 1 to the Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "County"), and **MEarth** (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on March 5, 2020, the COUNTY and CONTRACTOR entered into an Agreement for the provision of School Day field trips addressing healthy foods, healthy food choices, hands-on organic garden experience, and food preparation for students for the term of January 27, 2019 through September 30, 2022 and in the amount of \$48,393; and

WHEREAS, the Agreement expired by its terms on September 30, 2022; and

WHEREAS, the County and Contractor have since continued to perform under the Agreement and otherwise conduct themselves as if it remained in force; and

WHEREAS, the County and Contractor mutually desire to reinstate the Agreement with effect retroactive to October 1, 2022; and

WHEREAS, the County and CONTRACTOR wish to renew and amend the Agreement on the same or similar terms, to extend the term for an additional one (1) year period through September 30, 2023, to allow services to continue with no change to the Scope of Services and to increase funds by \$16,000 for a new AGREEMENT amount not to exceed \$64,393

NOW THEREFORE, the County and CONTRACTOR hereby agree as follows:

1. The Agreement shall be, and hereby is, retroactively reinstated in its entirety as of October 1, 2022 and shall be, and shall be considered to have been, at all relevant times as provided herein, in full force and effect as if the same had never expired.
2. Section 2.0. Section 2, PAYMENT PROVISIONS, is hereby amended and restated to read in its entirety as follows:

“2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **\$64,393.**”

3. Section 3.01. Section 3.01 is hereby amended and restated to read in its entirety as follows:

“3.01. The term of the Agreement is from **January 17, 2019, to September 30, 2023**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs the Agreement.**

4. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement

are unchanged and unaffected by this Renewal and Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.

- 5. A copy of this Renewal and Amendment No. 1 shall be attached to the original Agreement executed by County on March 5, 2020.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Renewal and Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Director of Health Department

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

MEarth
Contractor's Business Name*

By: DocuSigned by:
Karin Stratton
7A2B2CE713754D9...
(Signature of Chair, President, or Vice-President) *

Karin Stratton, Executive Director
Name and Title

Date: 11/8/2022 | 3:45 PM PST

Approved as to Form¹

By: DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...
County Counsel

Date: 11/18/2022 | 2:19 PM PST

By: DocuSigned by:
Erin Fogg
417F659CFDA44A6...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)*

Erin Fogg, President
Name and Title

Date: 11/8/2022 | 4:37 PM PST

Approved as to Fiscal Provisions²

By: DocuSigned by:
Jennifer Forsyth
4E7E657875454A5...
Auditor/Controller

Date: 11/21/2022 | 11:29 AM PST

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required ²Approval by Auditor-Controller is required