

**Renewal and Amendment No. 1 to Memorandum of Understanding (MOU) Between
The Monterey County Agricultural Commissioner's Office and
Monterey County Agricultural Education, Inc.**

Agricultural Education Program Development & Implementation

This Memorandum of Understanding (MOU) between the County of Monterey, through the Agricultural Commissioner's Office (hereafter, "County" or "MCAC") and Monterey County Agricultural Education, Inc., (MCAE) (collectively, "the parties") renews and amends the MOU between said parties executed by and between said parties on or about April 15, 2010.

Recitals

Whereas, as part of the FY 2009-2010 Budget process, the County Board of Supervisors directed the MCAC's Office to provide initial support of agricultural education efforts in the amount of \$37,500 to MCAE's programs.

Whereas, the parties understand and agree that said annual support from County, through the MCAC's Office, to MCAE shall be dependent upon available funding and approval by the Board of Supervisors as outlined through the County's annual Budget review and approval process.

Purpose

The purpose of this Renewal and Amendment No. 1 to the April 15, 2010 MOU is to establish an understanding between the County through the MCAC, and the MCAE regarding the roles and responsibilities of said parties in relation to funding provided by the County, through the MCAC's Office, for MCAE's educational programs.

It is the desire of the parties to collaborate for their mutual benefit with respect to agricultural educational programs and activities described below. The scope of the program is countywide.

Support from the MCAC's Office will be directed towards MCAE educational programs, and more specifically to activities directly related to:

- Pest Management and Control
- Quarantine and Invasive Species
- Pesticide Use and Enforcement
- Fruit and Vegetable Standardization
- Crop Statistics

Roles and Responsibilities

Monterey County Agricultural Commissioner's Office

Under this MOU, the MCAC's Office shall be responsible for performing the following tasks:

Collaborate with the MCAE on the development and implementation of educational programs that fall into one or more of the following program areas: pest management, invasive species, pesticide use and enforcement, inspection, and crop statistics.

Provide funding to help support the Farm Day Experience program as authorized for MCAE educational activities that are directly related to MCAC programs.

Monterey County Agricultural Education

MCAE is a nonprofit organization that provides educational programs to teachers, administrators, and students throughout Monterey County. MCAE programs include: The Farm Day Experience, Careers in Agriculture, Teacher Workshop, and Education and Agriculture Together (EAT).

Under this MOU, MCAE shall be responsible for performing the following tasks:

Collaborate with the MCAC’s Office to develop and deliver three Farm Day Experience programs (Salinas, Monterey, and King City).

Receive funds to pay for or supplement existing funding for activities outlined above which are necessary to support the objectives of this MOU.

Submit progress reports and invoices to the MCAC’s Office after each Farm Day Experience program is delivered.

Principles of Memorandum

This MOU represents a voluntary understanding among the MCAC and MCAE which is subject to funding availability as determined through the County’s annual Budget review and approval process.

Pursuant to California Government Code Section 8546.7 (Examination and audit of contracts involving expenditure of public funds), the parties to this MOU understand and agree that this MOU involves the expenditure of public funds in excess of ten thousand dollars (\$10,000); and therefore, the parties shall be subject to examination and audit by the California State Auditor at the request of the County, or as part of any audit of the County, for a period of three (3) years after final payment under this MOU.

Any action to modify or amend this MOU shall be done in writing. The party requesting the modification or amendment shall give the other party ninety (90) days written notice of any such proposed action which shall be subject to the mutual agreement of the parties to this MOU. Any modification or amendment to this MOU shall be in writing and shall be executed by and between the parties to this MOU.

Any action to terminate this MOU shall be done in writing. The party initiating termination shall give the other party ninety (90) days written notice of any such proposed termination.

The MCAC’s Office and MCAE shall hold harmless and indemnify each other for any claims, actions or proceedings in accordance with the California Tort Claims Act.

The individuals executing this MOU on behalf of the parties to this MOU represent and warrant that he or she has the requisite authority to enter into this MOU on behalf of said party.

This Renewal and Amendment No. 1 to the April 15, 2010 MOU between the parties shall become effective upon the last date opposite the respective signatures below and shall continue in effect, subject to funding availability through the County’s annual Budget review and approval process, until modified or terminated by the parties.

County of Monterey

Eric Lauritzen, Agricultural Commissioner

By _____

Date: _____

Approved as to form and legality

By _____
Mary Grace Perry, Deputy

Date: _____

Monterey County Agricultural Education, Inc.

By _____

Type/Print Name: _____

Title: _____
(Type/Print: Chair, President, Vice President, or CFO)

Date: _____

By _____

Type/Print Name: _____

Title: _____
(Type/Print: Secretary, Assistant Secretary, Treasurer,
or Assistant Treasurer)

Date: _____