

**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 Amendment No. 1 to the 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") amends the MOU between said parties executed 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; and,

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

Whereas, the MCAC has funding currently available in its FY 2012-13 budget approved by the Board of Supervisors sufficient to make the payment set forth in this Amendment No. 1 for FY 2012-13; Now, therefore, the parties agree the MOU may be amended as follows:

Purpose

The purpose of this Amendment No. 1 is to provide funding to MCAE for certain educational programs conducted or commenced by MCAE in FY 2012-13.

The MCAC shall provide funding to MCAE for the purposes set forth in this Amendment No. 1 in an amount not to exceed \$37,500. Funding from the MCAC's Office pursuant to this Amendment No. 1 will be directed by MCAE towards educational programs, including three Farm Day Experience 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

Other provisions

Except as specifically set forth herein, all other terms and conditions of the MOU remain in effect.

Any future funding pursuant to the MOU is subject to funding availability as determined through the County's annual Budget review and approval process.

The County shall hold harmless and indemnify the Foundation for any claims, actions or proceedings arising out of the negligence or intentional misconduct of its officer, employees or agents in the performance of its duties pursuant to this MOU. The Foundation shall hold harmless and indemnify the County for any claims, actions or proceedings arising out of the negligence or intentional misconduct of its officer, employees or agents in the performance of its duties pursuant to this MOU.

Pursuant to California Government Code Section 8546.7 (Examination and audit of contracts involving expenditure of public funds), the parties to the MOU understand and agree that the MOU and the Amendment No. 1 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 and any amendments thereto.

Any action to modify or amend the 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 the MOU. Any modification or amendment to the MOU shall be in writing and shall be executed by and between the parties.

Either party may terminate the MOU by providing ninety (90) days written notice to the other party.

The individuals executing this Amendment No. 1 on behalf of the parties represent and warrant that he or she has the requisite authority to enter into this Amendment No. 1 on behalf of said party.

This Amendment No. 1 shall become effective upon the latest 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 the MOU is modified or terminated by the parties.

County of Monterey
By _____
Eric Lauritzen
Agricultural Commissioner

Date: _____

Approved as to form and legality
Charles J. McKee, County Counsel

By _____
Leslie J. Girard
Chief Assistant County Counsel

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: _____