

**RENEWAL AND AMENDMENT NO. 1
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
EVERYONE'S HARVEST**

THIS RENEWAL to the County of Monterey Agreement for Services (hereinafter, "RENEWAL") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "County"), and Everyone's Harvest (hereinafter, "CONTRACTOR") (collectively, the County and CONTRACTOR are referred to as the "Parties.").

WHEREAS, the Parties had previously entered into an Agreement (MYA323) for Services (hereinafter, "Agreement"), on February 1, 2012; and

WHEREAS, the Agreement is attached hereto as Attachment 1; and

WHEREAS, that Agreement expired on January 31, 2013; and

WHEREAS, the Parties wish to renew the Agreement on the same or similar terms, beginning February 1, 2013 and increase the amount payable by \$45,344 to continue to provide services associated with Certified Farmers Market Services within the County of Monterey.

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in Attachment 1 incorporated herein by this reference, except as specifically set forth below.

1. The term of this RENEWAL is from April 1, 2013 to June 30, 2014 unless sooner terminated pursuant to the terms of this RENEWAL, or extended in writing.
2. Exhibit A to the Agreement is replaced with Renewal and Amendment-1 to Exhibit A, attached to this Renewal. All references in the Agreement to Exhibit A shall be construed to refer to Renewal and Amendment-1 to Exhibit A.
3. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Attachment 1, subject to the limitations set forth in this RENEWAL. The total amount payable by County to CONTRACTOR shall not exceed the sum of \$80,344.
4. If there is any conflict or inconsistency between the provisions of Agreement, or this RENEWAL, the provisions of this RENEWAL shall govern.

IN WITNESS WHEREOF, the parties hereby execute this RENEWAL as follows:

NATIVIDAD MEDICAL CENTER

By: _____
Sid Cato, NMC, Management Analyst/Contracts

Date: _____

By: [Signature]
Harry Weis, NMC, Chief Executive Officer

Date: 4/8/13

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Anne Brauer, Deputy County Counsel

Date: April 22, 2013

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Gary Giboney, Auditor/Controller's Office

Date: 4/2/13

CONTRACTOR

Everyone's Harvest
Contractor's Business Name***

[Signature]
Signature of Chair, President, or Vice-President

Iris Peppard, Executive Director
Name and Title

Date: 4/1/13

By: [Signature]
Signature of Secretary, Asst. Secretary,
CFO, Treasurer or Asst. Treasurer

[Signature] Bianca Delgado
TREASURER
Name and Title

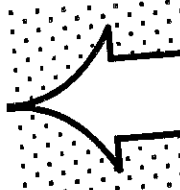
Date: 4/1/13

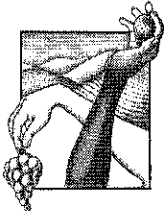
***INSTRUCTIONS:

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.





Everyone's Harvest

Mailing Address: P.O. Box 1423, Marina, CA 93933
Office Address: 3180 Imjin Road, Suite 149, Marina, CA 93933
Phone: (831) 384-6961 Fax: (831) 384-6881
www.everyonesharvest.org

Renewal & Amendment-1 to Exhibit A

March 1, 2013

Ms. Andrea J. Rosenberg
Administrator Operations and Support Services
Natividad Medical Center (NMC)
1441 Constitution Blvd.
Salinas, CA 93906

Re: CERTIFIED FARMERS' MARKET SERVICE PROPOSAL – NATIVIDAD MEDICAL CENTER

Dear Ms. Rosenberg,

Thank you for the opportunity to submit, on behalf of Everyone's Harvest, this proposal to create a vibrant, healthy Certified Farmers' Market for the Natividad Medical Center (NMC). Our goal is to bring healthy food and people together. This is a formal request to approve the Everyone's Harvest - NMC Certified Farmers' Market Proposal, (detailed in this letter) and an agreement between the Owner, Natividad Medical Center (NMC) and the not-for-profit organization. Everyone's Harvest for the fiscal year of 2013/14 from April 1, 2013 to June 30, 2014. This letter is a formal proposal by Everyone's Harvest to provide service to NMC in the amount of \$45,344.00

PROJECT DESCRIPTION

Below is the list of identified projects and services we anticipate providing for NMC from April 1, 2013 to June 30, 2014 including 32 Markets running from May 15, 2013 to October 30, 2013 and May 14, 2014 to June 25, 2014 each Wednesday from 11:00am to 3:30pm. Note that these are only estimates and will be further clarified through the scopes of services for all projects. Actual hours and costs may vary from the identified estimates below, depending on each scope of service.

The NMC Certified Farmers' Market will include certified California growers and prepared food. The NMC Market will include a Market Information Booth, Kid's Activity Table, and one cooking demonstration a month lead by a professional chef showcasing produce at the NMC Market. Under this scope of work all fees collected by Everyone's Harvest at the NMC Market will go to NMC Certified Farmers' Market expenses.

NMC CERTIFIED FARMERS' MARKET SERVICES:

EVERYONE'S HARVEST will, under this scope of work, provide to NATIVIDAD MEDICAL CENTER: the following from May 15, 2013 to October 30, 2013 and May 14, 2014 to June 25, 2014:

Internal Systems Management provides for NMC Certified Farmers' Market:

- EBT (Electrical Benefit Transfer): Everyone's Harvest redemption system will allow low-income families on Temporary Aid to Needy Families (TANF) to use their EBT card at the NMC Market. No power needed for this activity
- MARKET MATCH (incentive program): Everyone's Harvest will participate in the Agricultural Land Base Association (ALBA) Market Match program. This will allow every EBT customer that conducts a \$10 or more transaction at the NMC Market per day to receive an extra \$5 worth of produce through a Market Match fund incentives.
- WIC (Woman, Infants, and Children): Everyone's Harvest will provide WIC voucher program involvement. This will allow low-income families on Temporary Aid to Needy Families (TANF) the ability to use their WIC vouchers at the NMC Market.
- Everyone's Harvest Rules and Regulations, Rule Sign-Off Form and Vendor Application to ensure all Market vendors and participants are safe, and follow governmental rules and regulations (including but not limited to; California State Agricultural Commissioner and Monterey County Health Department rules and regulations)
- Everyone's Harvest Information Booth and Kid's Activities Table at every NMC Market
- Use of Everyone's Harvest equipment and supplies at every NMC Market
- Coordination, communication, goal setting, and evaluation with Everyone's Harvest NMC Market staff
- Collaboration with NMC staff to determine NMC Market vendors and participants
- Involve and manage other non-profit organizations including the Service Learning Institute of California State University Monterey Bay with Service Learning volunteer students.
- Weekly market reports and deposit from vendor fees collected
- Weekly payment of bills pertaining to the NMC Market
- Annual submission of NMC Market project's profit and loss reports to NMC or upon requested

Market Manager provides for NMC Certified Farmers' Market:

- Coordinate all NMC Market set-up and take-down activities
- Enforcement of all Everyone's Harvest Rules and Regulations and governmental rules and regulations (including but not limited to; California State Agricultural Commissioner and Monterey County Health Department rules and regulations)
- Facilitate all current participants' documents (collect and file): Participants' Applications, Rule-Sign-off, Holdharmlesses, and current permits
- Distribute and collect participants' Certified Producer Load Lists
- Collect all fees and receipts from NMC Market vendors. Under this scope of work all Participants' fees from the NMC Market will go to Everyone's Harvest for NMC Market expenses
- Purchase all NMC Market supplies
- Determine all Participants' role and if any, limitations to the NMC Market to ensure produce variety and NMC Market success
- Organize Participants' space at the NMC Market
- Keep in communication with NMC Market vendors and participants

Market Assistant provides for the NMC Certified Farmers' Market:

- Provide assistance to the Market Manager and Outreach and Edible Education Coordinator

- Set-up and take-down directional signs for NMC Market
- Manage Everyone's Harvest Information Booth (conducting EBT and Market Match transactions) and Kid's Activities Table at every NMC Market

Outreach Coordinator provides for NMC Certified Farmers' Market:

- Conduct surveys and interviews at NMC, Monterey County Health Department, and within the local neighborhood to improve the NMC Market
- Coordinate a fruit and vegetable prescription program for the NMC Market
- Continue research and interviews at other Medical Centers hosting Farmers' Markets to learn best practices to improve NMC Market
- Conduct outreach and advertising for the NMC Market including coordinating advertisements, distributing NMC Market flyers, posters, postcards, and incentive coupons, and networking with NMC, Monterey County Health Department, Salinas Chamber of Commerce, SUBA and the local neighborhood
- Every NMC Market put together sample boxes including the purchase of \$150 worth of produce/flowers from NMC Market farmers and distribute through a donation to various groups to increase NMC Market customer base
- Recruit, facilitate, and file paperwork pertaining to cooking demonstrations
- Assist the Edible Education Coordinator with one cooking demonstration per month at the NMC Market conducted by a professional chef

Edible Education Coordinator provides for the NMC Certified Farmers' Market:

- Organize and promote one cooking demonstration per month at the NMC Market conducted by a professional chef

Project Details of NMC Certified Farmers' Market:

- Everyone's Harvest estimates employees will spend an average of 34 hours a week between 4 employees on the NMC Certified Farmers' Market
- Current scope of work defines these activities. Proposed dates are:
 - Conduct interviews and research to develop NMC Market improvements, recruit vendors and coordinate Grand Opening details from April 1, 2013/14 to May 15, 2013/14
 - Coordinate and start the on-going process of NMC Market outreach and advertising starting April 16, 2013/14
- NMC Market Grand Opening; Wednesday, May 15, 2013 and May 21, 2014
- NMC Market operation will run from May 15, 2013 to October 30, 2013 and May 14, 2014 to June 25, 2014
- NMC Market will operate every Wednesday from 11:00am to 3:30pm
- Nov. 29th to Dec. 15th profit and loss statements submitted, interviews and reflects take place to plan for improvements 2014/15

FLAT RATE FOR THE NMC CERTIFIED FARMERS' MARKET SERVICE:

The flat rate for Everyone's Harvest to run the NMC Certified Farmers' Market is \$765.14 per week for 44 weeks (April 1, 2013 to October 30, 2013 and April 1, 2014 to June 30, 2014) including market preparation and market operation to equal a total of \$33,666.00. The flat rate includes:

On-site services, total of 18 hours spent per week when the market is open and approximately 8 hours per person;

- Market Manager for 8 hours a week
- Outreach Coordinator for 8 hours a week
- Edible Ed Coordinator 8 hours one market day once a month

Off-site services, total of 16 hours spent and approximately 5 hours per person;

- Executive Director for 2 hours a week
- Market Manager for 4 hours a week
- Outreach Coordinator for 10 hours a week

ADDITIONAL COSTS FOR THE NMC CERTIFIED FARMERS' MARKET:

Additional costs for this scope of work not included in the flat rate to run the NMC Certified Farmers' Market include:

- Advertising cost not to exceed \$156.00
- Incentive coupons cost not to exceed \$11,800.00
- Permits and fess cost not to exceed \$1,455.00
- Supply costs not to exceed \$318.00
- Outside contract services (professional chefs for cooking demos) not to exceed \$800.00

INDIRECT COSTS FOR THE NMC CERTIFIED FARMERS' MARKET:

The NMC Market indirect costs of 15% of the total NMC Market project cost of \$48,195.00 equals \$7,229.00 for a total of \$55,424.00. It is estimated that the Farmers' Market will net from vendors \$10,080.00 this amount will be credited to NMC. With this estimated credit NMC estimated cost is \$45,344.00.

PAYMENT SCHEDULE/ REIMBURSABLE EXPENSES FOR ALL PROJECTS

Invoices shall be sent to Owner by Corporation by the 10th day of every month. Payment shall be in accordance with the original Monterey County Professional Services Agreement (PSA).

Reimbursable expenses will be billed in accordance. Expenditures made are to be in-the direct interest of the project including, but not limited to expenses of reproduction, postage and handling, telephone calls, and mileage.

EXTENT OF THE AGREEMENT

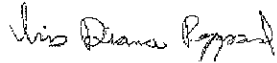
This agreement-represents the entire and integrated agreement between the Owner, Natividad Medical Center and the Corporation; EVERYONE'S HARVEST may be amended only by written instrument signed by both Owner and Corporation. This agreement may be terminated by either party upon thirty days written notice. In the event of termination, the Corporation shall be paid for services performed before and on the termination date, including all reimbursement expenses, and additional services.

In closing, Ms. Rosenberg, I want to express from all of us at Everyone's Harvest how excited we are to present this proposal to start and operate the NMC Certified Farmers' Market for the 2013/14. We are requesting approval of this April 1, 2013 to June 30, 2014 - Everyone's Harvest NMC Certified Farmers' Market Proposal. The NMC Market will provide a bounty of healthy

produce and community outreach activities NMC, City of Salinas, and region of Monterey County.

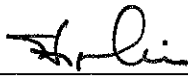
If the aforementioned meets your approval, please sign one copy of this letter and return it to Everyone's Harvest for our files. I look forward to the opportunity to meet with you and discuss this new proposal. Please contact me with any additional questions or need for additional information. Thank you for your time and consideration to this Proposal.

Sincerely,



Iris Diana Peppard, Executive Director

NATIVIDAD MEDICAL CENTER – ACCEPTED BY:

Signed:  Date: 4/8/13