

**AMENDMENT No. 1 TO MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF MONTEREY &  
THE COOPERATIVE AGRICULTURAL SUPPORT SERVICES AUTHORITY**

**THIS AMENDMENT No. 1** is made to the Memorandum of Understanding between the County of Monterey, a political subdivision of the State of California, (hereinafter, "County") and THE COOPERATIVE AGRICULTURAL SUPPORT SERVICES AUTHORITY (CASS), (hereinafter, "CONTRACTOR"), (collectively, the "Parties") and is effective as of the last date opposite the respective signatures below.

**WHEREAS**, CONTRACTOR entered into a Memorandum of Understanding with County on March 3, 2015 to provide for plant pest detection, trapping, quarantine and/or eradication work for the Agricultural Commissioner General Trapping Project or agricultural commodity inspection projects at job sites identified and selected by the Monterey County Agricultural Commissioner (hereinafter, "MOU").

**WHEREAS**, County and CONTRACTOR wish to amend the MOU to add additional services to continue to provide for plant pest detection, trapping, quarantine and/or eradication work for the Agricultural Commissioner General Trapping Project or agricultural commodity inspection projects at job sites identified and selected by the Monterey County Agricultural Commissioner and to increase the total amount of the MOU due to said additional services.

**WHEREAS**, the effective date of said MOU was March 1, 2015 and the services to be provided pursuant to said MOU shall be completed by no later than November 30, 2015.

**WHEREAS**, consistent with Section 21 of said MOU, each person signing this AMENDMENT No. 1 on behalf of a party to said MOU hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of said MOU and to the terms and conditions of this AMENDMENT No. 1 to said MOU.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the MOU in the following manner:

1. Section 4, "Compensation" shall be amended by deleting, "For services provided by CASS pursuant to this MOU, the County shall compensate CASS in a total amount not to exceed One Hundred and Sixty Five Thousand Dollars (\$165,000)." and replacing it with, "For services provided by CONTRACTOR pursuant to this MOU, as amended by this AMENDMENT No. 1, the County shall compensate CONTRACTOR in a total amount not to exceed *the sum of Two Hundred Forty Five Thousand Dollars (\$245,000.00).*"

2. EXHIBIT A – Scope of Services shall be amended by adding additional services of the same scope as per EXHIBIT A-1 attached hereto and incorporated by this reference.
3. Section 21, “Authority” shall be amended to read as follows, “Each person signing this AMENDMENT No. 1 on behalf of a party to said MOU hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of said MOU and to the terms and conditions of this AMENDMENT No. 1 to said MOU.”
4. Except as provided herein, all remaining terms, conditions and provisions of the MOU are unchanged and unaffected by this AMENDMENT No. 1 and shall continue in full force and effect as set forth in the MOU.
5. A copy of this AMENDMENT No. 1 shall be attached to the original MOU authorized and executed by the County on March 3, 2015 and effective as of March 1, 2015 pursuant to Section 1. Effective Date of said MOU.
6. The recitals to this AMENDMENT No. 1 are incorporated into the Agreement and this AMENDMENT No. 1.

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<b>Personnel Expenses</b>			
Ag specialist II	Hourly Rate	Admin Fees 8.0 %	Total Hourly Expense
Hourly Rate			
Step 1	18.43	1.47	19.90
Hourly Rate			
Step 2	19.46	1.56	21.01
Hourly Rate			
Step 3	20.42	1.63	22.06
Hourly Rate			
Step 4	21.45	1.72	23.17
Hourly Rate			
Step 5	22.10	1.77	23.87

Cellular telephone expense not to exceed  
\$30 per month per employee.

Services to be provided include plant pest detection, trapping, quarantine and/or eradication work for the Agricultural Commissioner General Trapping Project or agricultural commodity inspection projects at job sites identified and selected by the Monterey County Agricultural Commissioner.

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT No. 1 on the last date opposite the respective signatures below.

MONTEREY COUNTY

CONTRACTOR

\_\_\_\_\_  
Contracts/Purchasing Officer

Cooperative Agricultural Support Services  
(CASS) Authority

By: Kelly Krug  
(Signature of Authorized Representative)

Dated: \_\_\_\_\_

Its: Kelly Krug, Executive Officer  
(Printed Name and Title)

Approved as to Fiscal Provisions: [Signature]  
\_\_\_\_\_  
Deputy Auditor/Controller

Dated: 9/24/15

Dated: 10-7-15

Approved as to Form and Legality

MILLER & OWEN  
A Professional Corporation

Approved as to Liability Provisions: \_\_\_\_\_

By: Christiane E. Layton  
Christiane E. Layton, Legal Counsel to CASS  
(Printed Name and Title)

Risk Management

Dated: 9/24/15

Dated: \_\_\_\_\_

Approved as to Form & Legality: [Signature]  
\_\_\_\_\_  
Deputy County Counsel

MARY GRACE PERRY  
Dated: \_\_\_\_\_

\*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.