

**AMENDMENT #3 TO PROFESSIONAL SERVICES AGREEMENT
COUNTY OF MONTEREY & Moxxy Marketing**

THIS AMENDMENT is made to the AGREEMENT for design and printing services by and between MOXXY MARKETING, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to add additional services and to increase the total amount of the AGREEMENT due to the addition of services.

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

1. Section 2. "PAYMENTS BY THE COUNTY" shall be amended by removing, "*The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of 20,000.00.*" and replacing it with "*The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$130,000.00*"
2. EXHIBIT A – Scope of Services shall be amended by adding several additional services as per EXHIBIT A3 Revised per Amendment #3 attached hereto and incorporated by this reference..
3. EXHIBIT B - Proposal for 2015 Crop Report Design and Production shall be added and incorporated by this reference. *attached*
Mg 3/15/16
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of the AMENDMENT 1, AMENDMENT 2 and AMENDMENT 3 shall be attached to the original AGREEMENT executed by the County on February 19, 2015.
6. The recitals to this Amendment No. 1 and Amendment No. 2 are incorporated into this AGREEMENT.

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Moxxy Marketing
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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

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

Dated: _____

KAREN F. MARDOZZA, PRESIDENT
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 3/7/16

Deputy Auditor/Controller

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

Dated: 3/6/16

Approved as to Liability Provisions:

TERRY FEINBERG, TREASURER
Printed Name and Title

Risk Management

Dated: 3/7/16

Dated: _____

Approved as to Form:

MONTEREY COUNTY AS REVISED @ pg. 1, itm 3. mof 3-15-16

Deputy County Counsel

MARY GRACE PERON

Dated: March 15, 2016

EXHIBIT-A3

To Agreement by and between
Monterey County Agricultural Commissioner's Office, hereinafter referred to as "County"
AND
Moxxy Marketing, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Contractor will design, print and bind different types of Ranch Maps for the Agricultural Commissioner's Office. Tasks include design and graphic options for the publications and consultation on the department's web site design and content.

A.2 CONTRACTOR shall produce the following deliverables by the dates indicated below:

Ranch Map 34 pages with Township, Range and Section (TRS): Front and back cover + 53 printed sides.

Ranch Map 34 page without TRS: Front and back cover + 53 printed sides.

Ranch Map 89 page with TRS: Front and back cover + 109 printed sides.

The back cover must have the following text incorporated:

The ranch map is a complex and constantly changing dataset that must be viewed as a work in progress. While every effort has been made to produce maps as accurately as possible, there may be, for various reasons, some missing or inaccurate boundaries and labels. One of our goals is to develop a ranch map dataset that is spatially accurate and as close to "real world" as possible. Accomplishing this will require a collaborative effort between the Agricultural Commissioner and permittees/applicants. Providing accurate and identifiable ranch boundary source maps as a part of the permit application process will be of great assistance.

The information contained in this atlas was derived from 2014 CAP ranch map data. The features on the maps contained in this atlas are intended as representational guidelines only. These maps should not be used for survey work or as a definitive reference source. The County of Monterey accepts no liability for any consequences resulting from the inappropriate use of this data.

A.3 CONTRACTOR shall produce the following deliverables by the dates indicated below:

Design the 2014 Crop Report, which will be full color and no more than 24 interior pages plus front/back covers. CONTRACTOR will host on a shared server for joint access. Before graphic production is executed, CONTRACTOR will update the 2013 template with the approved 2014 design style and make the files production-ready to receive data.

Provide draft Crop Report by May 22, 2015.

Provide printing services, and final production of the report by June 30, 2015.

Add

Provide design and printing services of public information materials

Provide reprints of Ranch Maps as requested by Agricultural Commissioner's Office

Design and print the 2015 Crop Report and requested reprints

Provide draft Crop Report by May 22, 2016

Provide printing services, and final production of the report by June 30, 2016

ADD

Design, graphic production and printing of the 2015 Crop Report, first run of approximately 75 copies, no more than 20 interior pages plus front/back covers

Provide photography and printing services as requested by the Agricultural Commissioner's Office

All written reports required under this Agreement must be delivered to Christina McGinnis, Agricultural Resources and Policy Manager.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$130,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services / Payment Provisions. CONTRACTOR'S compensation for services rendered shall be based on the following rates:

Graphic design and web design: not to exceed \$120 per hour

Strategic planning/consulting: not to exceed \$150 per hour

Project management: not to exceed \$95 per hour

Project coordination: not to exceed \$60 per hour

Web content updates and maintenance (non-rush/emergency): not to exceed \$105 per hour

Web content updates and maintenance (rush/emergency): not to exceed \$150 per hour

Printing and Binding of Maps: not to exceed \$30 per map

Printing and Binding of weather proof Maps \$40 per map

There shall be no travel nor travel reimbursements allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than four (4) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Exhibit B



February 18, 2016

Mr. Eric Lauritzen and Ms. Christina McGinnis
Monterey County Agricultural Commissioner's Office
1428 Abbott Street
Salinas, CA 93901

Re: Proposal for 2015 Crop Report Design and Production

Dear Eric and Christina:

Thank you for coming back to Moxxy for design of your 2015 Crop Report! It was an honor and pleasure to work with your team last year, and we are excited to get started this year.

Following is our cost proposal and proposed scope of work.

Scope of Work:

Moxxy will design the 2015 Crop Report, which will be full color throughout, consisting of 20 interior pages plus front/back covers. Moxxy will consult and brainstorm with your office to develop the report's overall annual theme. Once the theme has been decided and overall look and feel discussed, Moxxy will present two initial cover/template theme conceptual design options. With the fixed fee price, two rounds of revision are included in this concepting phase of work.

This scope assumes editorial copy will be provided by your office; however, Moxxy will provide copy review and editorial guidance for up to six pages/articles, including presenting suggestions for copy edits to maximize consistency and high quality throughout the report.

Just like last year, this scope assumes your office will input 2015 figures directly into all the tables throughout the report by accessing the InDesign file Moxxy will host on a shared server for joint access. Before graphic production at this detailed level occurs, Moxxy will update the 2014 template, to strip out any features that could potentially be confusing and to make the file production-ready to receive your data.

Moxxy will layout the editorial content, including working with your office to select the best photos from your existing library and images provided by contributors, or searching for stock images (purchase of stock photos is not included in this fixed fee price, but generally can be sourced for \$50-\$150 each).

Moxxy will also create up to three graphs, charts or infographics to enhance presentation of data on certain pages.

(Continued next page.)

380 Main Street
Salinas, CA 93901
karen@getmoxxy.com
☎ 831.975.5002
www.getmoxxy.com

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Within this fixed fee proposal, Moxxy will provide up to five rounds of revision during the graphic production phase of work. Additional rounds of revision will be completed upon request at \$120/hour.

Also included in this fixed fee price is print production coordination and vendor/quality management of a short, digital print run (approximately 75 reports) and a longer, offset print run (approximately 1000 reports). Printing is not included and will be estimated separately.

Design, Graphic Production and Print Coordination Fee: \$18,600

To approve this proposal, please sign below and fax back to me at 831.975.5054 or scan/email to me at karen@getmoxxy.com.

We are ready to get started!

Warm regards,

A handwritten signature in black ink, appearing to read "Karen".

Karen E. Nardozza
Principal

A handwritten signature in black ink, appearing to read "K. Nardozza".

Approval Signature

2/18/16

Date