

**AMENDMENT #1 TO AGREEMENT BY AND BETWEEN  
COUNTY OF MONTEREY & Municipal Code  
Corporation (Municode)**

**THIS AMENDMENT** is made to the STANDARD AGREEMENT for the provision of Codification of Monterey County Ordinances in the Monterey County Code by and between **Municipal Code Corporation (“Municode”)**, 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 reflect the County’s exercise of the option to extend for three (3) additional years; and

**WHEREAS**, the parties wish to amend the Notices section to update the persons where notices should be sent;

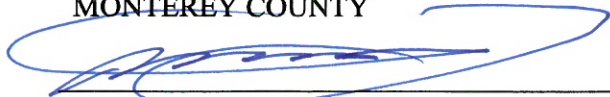
**WHEREAS**, the parties wish to add a new Exhibit A, Scope of Services/Payment Provisions for the services to be provided for the renewal term.

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

- 1. Paragraph 3, “TERM OF AGREEMENT”, shall be amended by removing “The term of this Agreement is from July 1, 2015 to June 30, 2018, unless sooner terminated pursuant to the terms of this Agreement”, and replacing it with “The term of this Agreement is from July 2, 2018 to June 30, 2021, unless sooner terminated pursuant to the terms of this Agreement”.**
- 2. Paragraph 14, “NOTICES”, shall be amended by updating “FOR THE COUNTY Gail T. Borkowski, Clerk of the Board (Name and Title)”, to “FOR THE COUNTY Valerie Ralph, Clerk of the Board (Name and Title)”. “FOR CONTRACTOR, shall be amended by updating Steffanie Rasmussen, Asst. Vice President of Sales (Name and Title)” to Steffanie Rasmussen, Vice President of Client Services (Name and Title).” No change in addresses or telephone numbers.**
- 3. Exhibit A-1, “Scope of Services /Payment Provisions”, shall be amended by the revised exhibit dated July 1, 2018. See attachment.**
- 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 this AMENDMENT shall be attached to the original AGREEMENT dated June 5, 2015.**

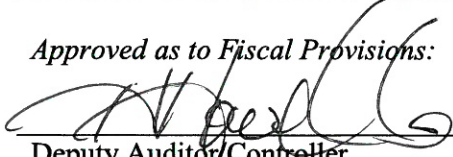
IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

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

Dated: 7-26-18

Approved as to Fiscal Provisions:

  
\_\_\_\_\_  
Deputy Auditor/Controller

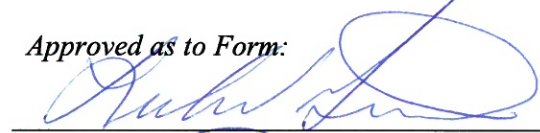
Dated: 7/24/18

Approved as to Liability Provisions:

N/A  
\_\_\_\_\_  
Risk Management

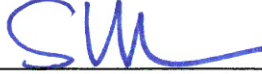
Dated: \_\_\_\_\_

Approved as to Form:

  
\_\_\_\_\_  
Deputy County Counsel

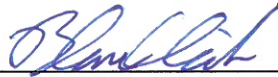
Dated: 7/23/18

CONTRACTOR

By:   
\_\_\_\_\_  
Signature of Chair, President, or  
Vice-President

Stephanie Rasmussen VP Client Services  
\_\_\_\_\_  
Printed Name and Title

Dated: 7/5/2018

By:   
\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Blaine Click, CFO  
\_\_\_\_\_  
Printed Name and Title

Dated: 7/9/18

\*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.

**Exhibit A-1**

**Scope of Services/Payment Provisions**

**July 1, 2018 – June 30, 2021**

**Code of Ordinances**

**Supplement Base Page Rate:** \$21.00 per page

Acknowledgement of Material; Data conversion; Editorial work; Proofreading; Indexing; Updating the Online Code; Printing 39 Copies; 10 point, Double Column format

**Schedule for Supplementation:** Quarterly

Municode shall begin work with the ordinances on-hand at the beginning of each month and post each supplement online. Municode shall provide a printed copy of the Supplement Codification Ordinances each February, May, August & November. The County can adjust the schedule anytime.

**Additional services that may apply to Supplemental Service:**

|   |                |
|---|----------------|
| Graphics <sup>1</sup> & Tabular <sup>2</sup> matter, per graphic or table | \$15           |
| Freight, pre-billed   | Actual freight |
| State Sales Tax   | If applicable  |
| Blank Pages, per page   | No charge      |
| Administrative Support Fee, billed each July                              | \$500          |

**Services currently enrolled in:**

|  |                    |
|--|--------------------|
| Online code with CodeBank and CodeBank Compare, billed each December | \$900 <sup>3</sup> |
| New Ordinance on the Web (N.O.W.), per ordinance                     | No charge          |

<sup>1</sup> Includes printing all copies. Additional fee if graphic includes color.

<sup>2</sup> Tabular matter is defined as tables, Algebra Formulae, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

<sup>3</sup> Annual online hosting (\$500) plus CodeBank (\$150) and CodeBank Compare+eNotify (\$250).