

**RENEWAL AMENDMENT AND AGREEMENT NO. 1
BETWEEN
COUNTY OF MONTEREY and
Lapkoff & Gobalet Demographic Research, Inc.**

THIS RETROACTIVE AMENDMENT NO. 1 to the Standard Agreement by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and **Lapkoff & Gobalet Demographic Research, Inc. (LGDR)** (hereinafter, "CONTRACTOR"), is hereby entered into between the County and CONTRACTOR (collectively, "the Parties") and retroactive to June 8, 2021.

WHEREAS, Board of Supervisors approved a Standard Agreement with CONTRACTOR with on June 8, 2021, (hereinafter, "Agreement") to provide demographic services for the 2021 Monterey County Redistricting process (hereinafter, "services"), through March 31, 2022 for an amount not to exceed \$190,000; and

WHEREAS, the CONTRACTOR wishes to amend the Agreement to modify the standard indemnification language set forth in Section 8.0 INDEMNIFICATION of the standard agreement, to retroactively apply to the start date of the original agreement, and to cap the indemnification limits to the aggregate limits of their insurance if the indemnification clause is ever triggered, with no increase to the agreement amount and no change to the scope of work.

NOW THEREFORE, the Parties agree to further amend the Agreement as follows:

1. Amend the standard original agreement, in the Indemnification clause, located in Section 8.0, to read as follows (highlight only included for the amendment as a quick reference to the revised language):

“CONTRACTOR shall indemnify up to the aggregate limits of the CONTRACTOR’s insurance, defend and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR’s performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. “CONTRACTOR’s performance” includes CONTRACTOR’s action or inaction and the action or inaction of CONTRACTOR’s officers, employees, agents and subcontractors.”.

2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.

- 3. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
- 4. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 which shall be effective as of the last date written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated: _____

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated: _____

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:

Anne K. Brereton
Deputy County Counsel

Dated: _____

CONTRACTOR

By: Jeanne Gobalet
FF295D1489F7479

Signature of Chair, President, or
Vice-President

Jeanne Gobalet, Lapkoff & Gobalet
Demographic Research, Inc.

Printed Name and Title

7/21/2021 | 2:43 PM PDT
Dated: _____

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

Printed Name and Title

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.