

AMENDMENT #1
County of Monterey Agreement for Professional Services with
Nossaman LLP for
Strategic Grant Funding and Advocacy Services

This Amendment No. 1 to the County of Monterey Agreement for Professional Services (hereinafter, "AMENDMENT") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "COUNTY"), and Nossaman LLP (hereinafter, "CONTRACTOR").

Whereas the parties entered into an Agreement for Professional Services (hereinafter, "AGREEMENT"), on July 1, 2015; the AGREEMENT had a 1 year term and a total AGREEMENT amount that was not to exceed \$84,000; and the AGREEMENT will expire on June 30, 2016.

Whereas, the parties desire to amend the AGREEMENT as follows:

1. The AGREEMENT is amended on July 1, 2016 and all of its provisions shall be deemed to have been in effect continuously since that time.
2. The term of the AGREEMENT, **shall be amended by removing** "The term of this Agreement is from **July 1, 2015 to June 30, 2016**, unless sooner terminated pursuant to the terms of this Agreement," **and replacing it with** "The term of this Agreement is from **July 1, 2015 to June 30, 2017**, unless sooner terminated pursuant to the terms of this Agreement."
3. "PAYMENT PROVISIONS" **shall be amended by removing** "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$84,000" **and replacing it with** "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$168,000."
4. "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS" **shall be amended by removing** "Exhibit A" **and replacing it with** "Exhibit A-1."
5. Except as provided herein, all other terms and conditions of the original AGREEMENT shall remain in full force and effect.
6. A copy of this Amendment No. 1 shall be attached to the original AGREEMENT.

IN WITNESS WHEREOF, the parties hereby execute this Amendment No. 1 as follows:

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Nossaman LLP
Contractor's Business Name

Date: _____

By: _____
(Signature of Chair, President or Vice President)

Its: _____
Brent Heberlee, Partner
(Name and Title)

Date: _____

Approved as to Form

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

By: _____
Deputy County Counsel

Its: _____
(Name and Title)

Date: _____

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

*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.