

**AMENDMENT #2 TO PROFESSIONAL SERVICES AGREEMENT
COUNTY OF MONTEREY & Moxxy Marketing**

COPY

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, 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 \$80,000.00*”
2. EXHIBIT A1 – Scope of Services shall be amended by adding additional services as per EXHIBIT A2. Revised per Amendment 2 attached hereto and incorporated by this reference.
3. 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.
4. A copy of the AMENDMENT 1 and AMENDMENT 2 shall be attached to the original AGREEMENT executed by the County on February 19, 2015.
5. The recitals to this Amendment No. 2 are incorporated into this Agreement.

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

MONTEREY COUNTY

Debra Zilber
Contracts/Purchasing Officer

Dated: 8/11/2015

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

Dated: 8-11-15

RISK MANAGEMENT
COUNTY OF MONTEREY
Approved as to Liability Provisions:
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE
Risk Management

By: Dydia Schumaker
Dated: 8-10-15

Approved as to Form:
[Signature]
Deputy County Counsel

Dated: 7-30-15

CONTRACTOR

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

Karen Nardozza, President & CEO
Printed Name and Title

Dated: 7/28/15

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

Terry Feinberg, Treasurer
Printed Name and Title

Dated: 7/29/15

*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-A2

**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.

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.