

COUNTY OF MONTEREY

Alisal Union School District

AMENDMENT #1 to AGREEMENT #A-12280

ORIGINAL

This Amendment is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and ALISAL UNION SCHOOL DISTRICT (hereinafter, "CONTRACTOR").

This Amendment modifies the agreement for congregate meals to eligible adults in Salinas between the parties executed on August 17, 2012 (hereinafter, "Original Agreement") by replacing the standard indemnity clause with mutual indemnity. Therefore, the parties agree:

1. Section 8.0 INDEMNIFICATION of the Original Agreement is amended to read as follows:

CONTRACTOR shall indemnify, 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.

COUNTY shall indemnify, defend, and hold harmless the CONTRACTOR, 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 COUNTY 's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the CONTRACTOR. "COUNTY's performance" includes COUNTY's action or inaction and the action or inaction of COUNTY's officers, employees, agents and subcontractors.

Subject to the foregoing amendment, all other terms and conditions of the Original Agreement shall remain in full force and effect.

If there is any conflict or inconsistency between provisions of this amendment and the Original Agreement, the provisions of this amendment shall control in all respects.

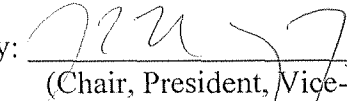
IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

CONTRACTOR:

Alisal Union School District

By: _____
Elliott Robinson
Director, DSES

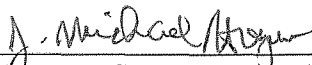
By: 
(Chair, President, Vice-President)

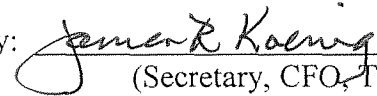
Date: _____

John Ramirez, Jr., Superintendent
(Print Name & Title)

Date: _____

Approved as to Form:


Senior Deputy County Counsel

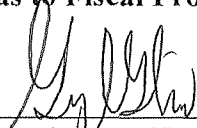
By: 
(Secretary, CFO, Treasurer)

Date: 11/20/2012

Jim Koenig, Asst. Superintendent
(Print Name and Title)

Date: 11/9/2012

Approved as to Fiscal Provisions:


Auditor-Controller's Office

Date: 11/20/12