



Monterey County

Item No.

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 21-649

July 27, 2021

Introduced: 7/21/2021

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

- a. Approve and authorize the County Administrative Officer, or designee to execute Amendment 1 to the Agreement with Lapkoff & Gobalet Demographic Research, Inc. (hereinafter, "Lapkoff") effective retroactive to June 8, 2021 through March 31, 2022, solely to cap the indemnification clause at the aggregate limits of CONTRACTOR'S insurance.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the County Administrative Officer, or designee to execute Amendment 1 to the Agreement with Lapkoff & Gobalet Demographic Research, Inc. (hereinafter, "Lapkoff") effective retroactive to June 8, 2021 through March 31, 2022, solely to cap the indemnification clause at the aggregate limits of CONTRACTOR'S insurance.

SUMMARY/DISCUSSION:

On June 8, 2021, the Board of Supervisors approved the Agreement with Lapkoff & Gobalet Demographic Research, Inc. ("Lapkoff") to provide demographic services for the 2021 Monterey County Redistricting process, effective June 8, 2021 to March 31, 2022 not to exceed the amount of \$190,000. The contract has an unlimited indemnification clause. Lapkoff would like to limit the indemnification clause to up to the aggregate limits of the CONTRACTOR's insurance.

Therefore, in Section 8.0 of the Agreement's conditions, Lapkoff would like to change the standard indemnification language from being unlimited, to being capped at the aggregate limits of Lapkoff's insurance limits. The modified language is located in the first sentence of the indemnification clause, in Section 8.0, and clarifies the agreed upon limited indemnification and will read as follows:

"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.”

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel-Risk Management have reviewed and approved as to legal form.

FINANCING:

Approval of this recommendation will not result in any financial impact other than if the indemnification clause is triggered.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Approval of this recommendation supports efforts the decennial redistricting process for the Monterey County supervisorial boundary lines.

Mark a check to the related Board of Supervisors Strategic Initiatives

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Rosemary Soto, Management Analyst III

Approved by: Nick Chiulos, Assistant County Administrative Officer

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Megan Ruiz-Ignacio
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for Nicholas E. Chiulos

7/22/2021 | 10:47 AM PDT

Attachments:

ATTACHMENT A: Renewal Amendment and Agreement No. 1

ATTACHMENT B: Agreement LGDR