

## ADDENDUM NO. 1

To Agreement by and between the County of Monterey  
And ENVISIONWARE, INC.

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Standard Agreement by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter "County") and **ENVISIONWARE, INC.** (hereinafter "CONTRACTOR"). This Addendum No. 1 has the full force and effect as if set forth within the Agreement and is incorporated by reference and made a part of the Agreement. Notwithstanding the provision of Section 16.15 of the Agreement, to the extent that any of the terms or conditions contained in this Addendum No. 1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No. 1 shall take precedence and supersede the Agreement.

NOW, THEREFORE, County and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

1. Section 2.0. Section 2.0, PAYMENT PROVISIONS, shall be deleted and restated in its entirety as follows:

2.0. PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable for the Initial Term by County to CONTRACTOR under this Agreement shall not exceed the sum of \$130,000.

2. Section 3.01. Section 3.01 shall be deleted and restated in its entirety to read as follows:

3.01. The initial term of this agreement is July 1, 2022 - June 30, 2023. The agreement may be renewed by a written amendment signed by both parties. This Agreement is of no force or effect unless signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3. Section 8.0. Section 8.0 of the Agreement, INDEMNIFICATION, shall be deleted and restated in its entirety to read as follows:

8.0. INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all third-party claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of person, court costs, and reasonable attorneys' fees) occurring or resulting to any and all person, firms or corporations furnishing or supplying work, services, materials, or supplies, from any and all claims, liabilities, and losses occurring or

ENVISIONWARE, INC.

\$130,000

Term ending, 06/30/25

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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 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.

- 4. Section 16.09. Section 16.09, of the Agreement, **Time is of the Essence**, shall be deleted in its entirety.

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum No. 1, by the authority as follows:

**CONTRACTOR – ENVISIONWARE, INC.**

DocuSigned by:  
By: Michael J. Monk  
2784E1271E47443...

Michael J. Monk, President  
Name and Title

Date: 6/9/2022 | 2:52 PM PDT

DocuSigned by:  
By: Scott L. Fothergill  
1AE05AF78B69472...

Scott L. Fothergill, Chief Operating Officer  
Name and Title

Date: 6/13/2022 | 5:47 AM PDT

**COUNTY OF MONTEREY**

DocuSigned by:  
By: Hillary Theyer  
67A9664F6DB2433...

Hillary A. Theyer, Library Director

Date: 6/13/2022 | 8:20 AM PDT

**Approved as to Form:**

By: \_\_\_\_\_  
Deputy County Counsel

Date: \_\_\_\_\_

**Approved:**

By: \_\_\_\_\_  
Auditor/Controller

Date: \_\_\_\_\_