

**AMENDMENT #1
TO AGREEMENT BETWEEN
COUNTY OF MONTEREY AND
KENNEDY/JENKS CONSULTANTS**

THIS AMENDMENT is made to the AGREEMENT, by and between **Kennedy/Jenks Consultants**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, for the providing of environmental consulting services for the Lake San Antonio Resort/Marina site (Site) located in Monterey County, California.

WHEREAS, the COUNTY and CONTRACTOR previously entered into the original AGREEMENT on March 5, 2014; and

WHEREAS, CONTRACTOR, the County, and the Regional Water Quality Control Board (Regional Board) have jointly discussed and agreed on the scope of additional required work needed to support Lake San Antonio environmental remediation and properly address the State Regional Board’s current Site clean-up concerns and recommendations. The following provides amended terms and scope of services required to implement those recommendations.

WHEREAS, the COUNTY and CONTRACTOR hereby wish to amend the AGREEMENT, to increase the amount of the AGREEMENT by \$212,000, from \$19,700 to **\$231,700**, extend the term by one year through **January 31, 2016** and to provide more detail regarding “additional site characterization, preparation of a conceptual site model, and revisions to the Remedial Action Plan (RAP)”, as set forth within the Scope of Services to the AGREEMENT.

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 \$19,700.” and replacing it with: “**The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$231,700**”.
2. Section 3. “TERM OF AGREEMENT” shall be amended by removing “This Agreement will expire on “January 31, 2015” and replacing it with: “**This Agreement will expire on January 31, 2016**”.
3. Section 4., “ADDITIONAL PROVISIONS/EXHIBITS” shall be amended by supplementing Exhibit A – Scope of Services/Payment Provisions in Kennedy/Jenks Proposal K/J B13139 dated December 16, 2013, with the description of services attached hereto, incorporated herein by this reference and marked “Exhibit A-1” dated September 30, 2014.
4. Section 6. “TRAVEL EXPENSE” shall be amended by removing “shall not” and replacing it with: “shall receive reimbursement for travel expense as set forth within the County’s Travel and Business Expense Reimbursement Policy [<http://www.in.co.monterey.ca.us/auditor/policies.htm>].”
5. 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.

6. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the COUNTY on March 5, 2014.

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

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: Laura J Kennedy
Signature of Chair, President, or
Vice-President

Dated: _____

Laura Kennedy, Vice President
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 12/8/14

Deputy Auditor/Controller

By: Donald R Weiden
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated: 12-8-14

DONALD R. WEIDEN SECRETARY
Printed Name and Title

Approved as to Liability Provisions:

Risk Management

Dated: 12/8/2014

Dated: By: 12/08/14

Approved as to Form:

Deputy County Counsel

Dated: 12/8/14

*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.