

AMENDMENT #1 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 service and to reflect the extension of time.

**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 \$40,000.00.*"
2. EXHIBIT A – Scope of Services shall be amended by adding several additional services as per EXHIBIT A1 Revised per Amendment #1 attached hereto *and incorporated by this reference.*
3. Paragraph 3, "TERM OF AGREEMENT", shall be amended by removing "The term of this Agreement is from 01/01/2015 to 06/30/2016, unless sooner terminated pursuant to the terms of this Agreement", and replacing it with "The term of this Agreement is from 01/01/2015 to 06/30/2017, unless sooner terminated pursuant to the terms of this Agreement".
4. 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.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on February 19, 2015.

6. *The recitals to this Amendment No. 1 are incorporated into this AGREEMENT.*

*This space left blank intentionally*

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

MONTEREY COUNTY

*Michael Wilton for Mike Davis*  
Contracts/Purchasing Officer

Dated: 07 April 2015

Approved as to Fiscal Provisions:

*[Signature]*  
Deputy Auditor/Controller

Dated: 4-3-15  
RISK MANAGEMENT

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

Risk Management  
By: *Alyssa Schumaker*  
Dated: 4-2-15

Approved as to Form's Fidelity  
*Mary Baker*  
Deputy County Counsel

Dated: 4-2-2015

CONTRACTOR

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

KAREN E. NARDOZZA, PRESIDENT + CEO  
Printed Name and Title

Dated: 3/20/15

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

TEDDY FEINBERG, TREASURER  
Printed Name and Title

Dated: 3/23/15

AS REVISED @ Page 1, Sections 2.3.6  
& EX A-1, Page 2, Section B.1  
COMPENSATION/PAYMENT.  
4.2.15

\*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-A1

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.*

**A.3** CONTRACTOR shall produce the following deliverables by the dates indicated below:

Design the 2014 Crop Report, which will be full color and no more than 24 interior pages plus front/back covers. CONTRACTOR will host on a shared server for joint access. Before graphic production is executed, CONTRACTOR will update the 2013 template with the approved 2014 design style and make the files production-ready to receive data.

Provide draft Crop Report by May 22, 2015.

Provide printing services, and final production of the report by June 30, 2015.

All written reports required under this Agreement must be delivered to Christina McGinnis, Agricultural Resources and Policy Manager.

## **B. PAYMENT PROVISIONS**

### **B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed \$40,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services / Payment Provisions. CONTRACTOR'S compensation for services rendered shall be based on the following rates:

*map*  
*4.2.15*

Graphic design and web design: not to exceed \$120/hour
Strategic planning/consulting: not to exceed \$150/hour
Project management: not to exceed \$95/hour
Project coordination: not to exceed \$60/hour
Web content updates and maintenance (non-rush/emergency): not to exceed \$105/hour
Web content updates and maintenance (rush/emergency): not to exceed \$150/hour
Printing and Binding of Maps: not to exceed \$30 per map
Printing and Binding of weather proof Maps \$40 per map

There shall be no travel nor travel reimbursements allowed during this Agreement.

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.