

AMENDMENT #2
County of Monterey Agreement for Professional Services with
Nossaman LLP for
Strategic Grant Funding and Advocacy Services

This Amendment No. 2 to the County of Monterey Agreement for Professional Services (hereinafter, "AMENDMENT") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "COUNTY"), and Nossaman LLP (hereinafter, "CONTRACTOR").

WHEREAS, the parties entered into an Agreement for Professional Services (hereinafter, "AGREEMENT"), on July 1, 2015; the AGREEMENT had a 1 year term and a total AGREEMENT amount that was not to exceed \$84,000; and the AGREEMENT expired on June 30, 2016.

WHEREAS, the parties entered into AMENDMENT NO. 1 to the AGREEMENT on July 1, 2016; the AMENDMENT NO. 1 had a term extension of 1-year and a total AGREEMENT amount that was not to exceed \$168,000, and the AMENDMENT NO. 1 to the AGREEMENT will expire on June 30, 2017.

WHEREAS, the County has issued an RFP for similar services, and will be making a decision on a provider early in Fiscal Year 2017-18.

WHEREAS, the County will continue to require the services of CONTRACTOR until such time as a successor CONTRACTOR is selected.

WHEREAS, the current contract provides that the County may terminate the contract with thirty-days written notice.

WHEREAS, the parties desire to extend this contract but convert it to a month-to-month agreement, with a short notice provision if the County determines to terminate the contract prior to the end of a month.

WHEREAS, the parties desire to amend the AGREEMENT as follows:

1. The AGREEMENT is amended effective July 1, 2017 and all of its provisions shall be deemed to have been in effect continuously up to that time and until terminated.
2. The term of the AGREEMENT, **shall be amended by removing** "The term of this Agreement is from July 1, 2015 to June 30, 2017, unless sooner terminated pursuant to the terms of this Agreement," **and replacing it with** "The term of this Agreement shall be month-to-month commencing on July 1, 2017, not to exceed 12 months, unless sooner terminated pursuant to the terms of this agreement,"
3. "PAYMENTS BY COUNTY" **shall be amended by removing** "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$84,000" **and**

replacing it with “The monthly amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$7,000.”

4. “TERMINATION,” **shall be amended by removing** “During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination” **and replacing it with** “The Agreement shall terminate automatically without notice at the end of a month in which it is effective unless the County provides 5 days written notice that it will be extended for an additional month. Notwithstanding the foregoing, during the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least 48 hours prior to the effective date of termination.”
5. Except as provided herein, all other terms and conditions of the original AGREEMENT, as amended by this AMENDMENT No. 2, shall remain in full force and effect.
6. A copy of this AMENDMENT No. 2 shall be attached to AMENDMENT No. 1 and the original AGREEMENT.

IN WITNESS WHEREOF, the parties hereby execute this Renewal as follows:

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

By: _____
Nossaman LLP
Contractor's Business Name

Date: _____

By: _____
(Signature of Chair, President or Vice President)

Its: _____
Brent Heberlee, Partner
(Name and Title)

Date: _____

Approved as to Form

By: _____
(Signature of Secretary, Asst. Secretary, CFO or Assistant Treasurer)

By: _____
Deputy County Counsel

Its: _____
(Name and Title)

Date: _____

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

*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.