

**RENEWAL AND AMENDMENT NO. 1 OF AGREEMENT
BETWEEN THE COUNTY OF MONTEREY &
RENNE SLOAN HOLTZMAN & SAKAI, LLP**

WHEREAS, Renne Sloan Holtzman & Sakai, LLP, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY” previously entered into an agreement dated November 19, 2015, for the provision of consulting services (“AGREEMENT”); and

WHEREAS, the AGREEMENT expired pursuant to its terms on June 30, 2016; and

WHEREAS, COUNTY and CONTRACTOR wish to renew the AGREEMENT retroactive to July 1, 2016; and

WHEREAS, COUNTY and CONTRACTOR wish to extend the term of the renewed AGREEMENT through and including December 31, 2017; and

WHEREAS, COUNTY and CONTRACTOR wish to further amend the renewed AGREEMENT to increase the total AGREEMENT financial compensation and term; NOW THEREFORE,

For valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. The AGREEMENT is renewed retroactive to July 1, 2016, and all of its provisions shall be deemed to have been in effect continuously since that time.
2. Section 1, “EFFECTIVE DATE AND TERM” shall be amended by removing the portion of the first sentence “effective as of November 9 , 2015 and shall terminate upon conclusion of the above-referenced or by June 31, 2016”, and replacing it with “effective as of November 9, 2015 and shall terminate upon conclusion of the above-referenced or by December 31, 2017”;
3. Paragraph 3.02, “BUDGET”, shall be amended by removing the first sentence of that Paragraph: “ATTORNEY and COUNTY agree that the budget for services pursuant to this Agreement shall not exceed the sum of Forty Thousand Dollars (\$40,000.00),” and replacing it with the sentence: “ATTORNEY and COUNTY agree that the budget for services pursuant to this Agreement shall not exceed the sum of Eighty Five Thousand Dollars (\$85,000).”
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this RENEWAL AND AMENDMENT NO. 1 TO AGREEMENT, and shall continue in full force and effect as set forth in the AGREEMENT;
5. A copy of this RENEWAL AND AMENDMENT NO. 1 shall be attached to the original AGREEMENT dated November 19, 2015.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this RENEWAL AND AMENDMENT NO. 1 as follows:

COUNTY OF MONTEREY

Contracts/Purchasing Officer

Dated: _____

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated: _____

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

CONTRACTOR

By: _____

Signature of Chair, President, or Vice-President

Charles Sakai Managing Partner

Printed Name and Title

Dated: _____

By: _____

*(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)**

Printed Name and Title

Dated: _____

*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 Amendment.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this RENEWAL AND AMENDMENT NO. 1 as follows:

COUNTY OF MONTEREY

CONTRACTOR

Contracts/Purchasing Officer

By: _____
Signature of Chair, President, or Vice-President

Dated: _____

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: _____

Deputy Auditor/Controller

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

Dated: _____

JONATHAN HOLTZMAN, PARTNER

Printed Name and Title

Approved as to Liability Provisions:

Dated: _____

Risk Management

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

*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 Amendment.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Calender-Robinson Company, Inc. FB0267063 300 Montgomery St., Suite 888 San Francisco CA 94104	CONTACT NAME:		
	PHONE (A/C No, Ext):	(415) 978-3800	FAX (A/C No): (415) 978-3825
E-MAIL ADDRESS:			
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Sentinel Insurance Co., LTD	
		INSURER B: Hartford Ins. Co. of the Midwest	
		INSURER C: Axis Insurance Pro Western Region	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Renne Sloan Holtzman & Sakai, LLP DbA: Public Law Group DbA: Public Management Group 350 Sansome St. Ste. 300 San Francisco CA 94104			

COVERAGES CERTIFICATE NUMBER: 2016-2017 Renewal Certs. REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		57SBADO2629	4/30/2016	4/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> HIRED AUTOS			57SBADO2629	4/30/2016	4/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			57SBADO2629	4/30/2016	4/30/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57WECJY7086	4/30/2016	4/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY			MLN726015012016 DEDUCTIBLE: \$50,000	4/16/2016	4/16/2017	EACH CLAIM: \$2,000,000 AGGREGATE: \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The County of Monterey, Its Officers, Agents and Employees are named as additional insureds per the attached endorsement. Insurance is primary & non-contributory. *10-Day notice of cancellation applies for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

County of Monterey Contracts/Purchasing Department 168 W. Alisal St., 3rd Fl. Salinas, CA 93901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Janice Alibayan/JA <i>Janice Alibayan</i>

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Insured: Renne Sloan Holtzman & Sakai, LLP
Dba: Public Law Group
Dba: Public Management Group
Insurer: Sentinel Insurance Co., LTD
Policy Number: 57SBADO2629
Effective Date: 4/30/2016

EXCERPTS FROM: Hartford Form SS 00 08 04 06

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional Insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional Insured on your policy, provided the Injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional Insured under this provision only for that period of time required by the contract, agreement or permit.

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard, but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each Insured against whom a claim is made or "suit" is brought.

E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the Insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the Injury or damage.