

**FIRST ADDENDUM TO AGREEMENT
BY AND BETWEEN THE
COUNTY OF MARIN AND PRUNUSKE CHATHAM INC.**

THIS ADDENDUM is made and entered into this _____ day of _____, 2012 by and between the COUNTY OF MARIN, a political subdivision of the State of California (hereinafter referred to as "County") and Prunuske Chatham Inc. (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the County and the Contractor entered into an agreement on June 7, 2011 for implementation of the San Geronimo Valley Landowner Assistance Program ("Agreement"); and

WHEREAS, Section 4, Exhibits "A" and "B" to the agreement obligated Contractor to provide services not to exceed the maximum sum of \$160,000; and

WHEREAS, the parties desire to amend the agreement to increase the services and contract amount by \$7,720 to \$167,720; and

NOW, THEREFORE, the parties agree to modify Section 4, Exhibits "A" and "B" as set forth below.

AGREEMENT

1. Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.
2. Updated Certificate of Insurance(s) attached hereto.
3. Section 4, " MAXIMUM COST TO COUNTY" the first sentence is hereby amended to read as follows: In no event will the cost to County for the services to be provided herein exceed the maximum sum of \$167,720 including direct non-salary expenses.
4. Exhibit "A" SCOPE OF SERVICES, is hereby amended to add to the previous scope of services the following Task 6:

TASK 6: Workshop Development and Presentations

- Contractor shall participate in workshop planning with the University of California Cooperative Extension, Marin County Public Works, and the San Geronimo Valley Planning Group.
- Workshop #1, Contractor shall prepare and deliver a presentation regarding the Landowner Assistance Program status and findings from site visits, and will lead an afternoon tour of demonstration sites in the valley.
- Workshop #2, Contractor shall prepare and deliver two PowerPoint presentations and supporting handouts as needed. For Workshop #2, Contractor shall also lead an afternoon field tour and hands-on project that demonstrates techniques presented in the morning.

5. Exhibit "B" FEES AND PAYMENT SCHEDULE, is hereby amended to read as follows:

Contractor shall be paid up to the maximum sum indicated in Section 4 of this contract not to exceed the maximum sum of \$167,720.

Progress payments not to exceed the task sub-total amounts shown below shall be made to the Contractor within 30 days of receipt and approval of monthly invoices.

Task 1- Parcel Assessment Preparation	\$13,205
Task 2- Parcel Evaluations	\$37,700
Task 3- Restoration Project Prioritization	\$20,287
Task 4- Conceptual Design and Cost Estimate Development	\$85,712
Task 5- Project Wrap-up	\$3,096
Task 6- Workshop Development and Presentations	\$7,720.

TOTAL CONTRACT AMOUNT \$167,720

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the day first written above.

CONTRACTOR:

COUNTY OF MARIN:

By




COUNTY COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)

REASON(S) REVIEW:

- Standard Short Form Content Has Been Modified
- Optional Review by County Counsel at Department's Request

County Counsel

The Contractor will not be eligible for compensation for any work performed that is outside of the contractual Scope of Services or in excess of the approved contract amount without prior written authorization from the County.



Signature of Contractor

1-24-12
Date