

SECOND AMENDMENT TO AGREEMENT
Agreement #: ADM-PMS-68-18-19

THIS SECOND AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this 5th day of January, 2021, amends the Agreement and First Amendment heretofore entered into between the CITY OF CARMEL-BY-THE-SEA, a municipal corporation, hereinafter referred to as "CITY", and PENINSULA MESSENGER SERVICE, hereinafter called "CONSULTANT".

RECITALS

WHEREAS, the CITY and CONSULTANT entered into an Agreement (ADM-PMS-68-18-19) for a not-to-exceed amount of \$70,200 on January 18, 2019 for mail delivery services; and

WHEREAS, the CITY and CONSULTANT entered into the First Amendment to this Agreement on January 7, 2020 to extend the term of the agreement and increase the not-to-exceed amount by \$72,000 for mail delivery services; and

WHEREAS, the CITY and CONSULTANT wish to extend the term of the Agreement to June 30, 2021 and increase the not-to-exceed amount by \$58,000.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual premises herein contained, and for other good and valuable consideration hereby acknowledge, the parties agree that the aforesaid Agreement be amended as follows:

1. CONSULTANT shall provide onsite mail delivery services for the term of January 1, 2021 through June 30, 2021, unless terminated sooner by the CITY.
2. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment will be a total fee of \$58,000. The total for the Agreement and subsequent Amendments will be \$200,200.
3. Except as set forth in this Amendment, the Agreement is unaffected and will continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.
4. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Amendment and to bind the parties to the performance of its obligations.
5. This Amendment may be executed in counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.
6. If any term, condition, or covenant of this Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Amendment will not be affected and the Amendment will be read and construed without the invalid, void or unenforceable provision.

SECOND AMENDMENT TO AGREEMENT

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CITY OF CARMEL-BY-THE-SEA

Chip Rerig, City Administrator

Date

CONSULTANT

Name/Title

Date

APPROVED AS TO FORM:

By: _____
Brian Pierik, City Attorney

Date: _____

ATTEST:

By: _____
Britt Avrit, MMC, City Clerk

Date: _____