

THIRD AMENDMENT TO AGREEMENT

Agreement #: ADM-PMS-68-18-19

THIS **THIRD** AMENDMENT TO AGREEMENT (“Amendment”) made and entered into as of this _____ day of July, 2021, amends the Agreement heretofore entered into between the CITY CARMEL-BY-THE-SEA, a municipal corporation, hereinafter referred to as “CITY”, and **PENINSULA MESSENGER SERVICE, LLC**, 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 14, 2020 to extend the term of the agreement through December 31, 2021 and increase the not-to-exceed amount by \$72,000 for mail delivery services; and

WHEREAS, the CITY and CONSULTANT entered into the Second Amendment to this Agreement on January 21, 2021 to extend the term of the agreement through June 30, 2021 and increase the not-to-exceed amount by \$58,000 for mail delivery services; and

WHEREAS, the CITY and CONSULTANT wish to extend the term of the Agreement to December 31, 2022 and increase the not-to-exceed amount by \$122,000.

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 on-site mail delivery services for the term of July 1, 2021 through December 31, 2022, unless sooner terminated by the City in writing pursuant to the terms of the Agreement.
2. The City may, at its option and sole discretion, terminate this Agreement, in whole or in part, with or without cause, at any time during the Agreement Term for the convenience of the City, upon ten (10) days written notice to the CONSULTANT.
3. CONSULTANT shall invoice on a monthly basis. The monthly fee from July 1, 2021 to August 31, 2021 shall be \$41 per account based upon 150 or more accounts. As of September 1, 2021, the monthly fee will be based upon the number of post office box accounts based upon the following sliding fee scale:

Number of Customers/Accounts	Monthly Fee
1-40	\$168
41-50	\$131
51-65	\$98
66-78	\$84
79-98	\$59
99-113	\$48
114 or more	\$45

4. CONSULTANT’S sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall not exceed amount of \$122,000.00. Said amount shall include up to \$81,000 for July 1, 2021 to June 30, 2022 and up to \$41,000 for July 1, 2022 to December 31, 2022. The total for the Agreement and all subsequent amendments, including the Third Amendment, shall be \$324,200.00.
5. Except as set forth in this Amendment, the Agreement is unaffected and will continue in full force

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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.

6. 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.
7. 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.
8. 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.

CITY OF CARMEL-BY-THE-SEA

Chip Rerig, City Administrator

Date

CONSULTANT

Stephanie Morse
General Manager/CFO
Peninsula Messenger Service, LLC

Date

APPROVED AS TO FORM:

By: _____
Brian Pierik, City Attorney

Date: _____

ATTEST:

By: _____
Britt Avrit, MMC, City Clerk

Date: _____