

FOURTH AMENDMENT TO AGREEMENT

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

THIS **FOURTH** AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this ____ day of February, 2023, amends the Agreement heretofore entered into between the CITY OF 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 Seventy Thousand Two Hundred Dollars (\$70,200.00) 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 Seventy-Two Thousand Dollars (\$72,000.00) 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 Fifty-Eight Thousand Dollars (\$58,000.00) for mail delivery services; and

WHEREAS, the CITY and CONSULTANT entered into the Third Amendment to this Agreement on July 8, 2021 to extend the term of the Agreement through December 31, 2022 and increase the not-to-exceed amount by One Hundred and Twenty-Two Thousand Dollars (\$122,000.00) for mail delivery services; and

WHEREAS, the CITY and CONSULTANT wish to extend the term of the Agreement to June 30, 2024 and increase the not-to-exceed amount by One Hundred Seven Thousand Seven Hundred and Thirty Dollars (\$107,730.00).

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 terms of January 1, 2023 through June 30, 2024, 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 CITY has an average of 95 accounts per month. As of January 1, 2023, the monthly fee will be based upon the number of post office box accounts based upon the following sliding fee scale:

Peninsula Messenger Service Sliding Fee Scale

| Number of Customers/Accounts | Monthly Fee Per Post Office Box |
|------------------------------|---------------------------------|
| 40 or less | \$172.00 |
| 41-50 | \$135.00 |
| 51-65 | \$102.00 |
| 66-78 | \$ 88.00 |
| 79-98 | \$ 63.00 |
| 99-113 | \$ 52.00 |
| 114 or more | \$ 49.00 |

4. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall not exceed amount of One Hundred and Seven Thousand Dollars (\$107,000.00). Said amount shall include up to Thirty-Five Thousand Nine Hundred and Ten Dollars (\$35,910.00) for January 1, 2023 to June 30, 2023 and Seventy-One Thousand Eight Hundred and Twenty Dollars (\$71,820.00) for July 1, 2023 to June 30, 2024. The total for the Agreement and all subsequent amendments, including the Fourth Amendment, shall be Four Hundred Thirty-One Thousand Nine Hundred and Thirty Dollars (\$431,930.00).
5. 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 amendments 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.

CONSULTANT:

By: _____

Date: _____

CITY:

By: _____
Chip Rerig, City Administrator

Date: _____

ATTEST:

By: _____
Nova Romero, MMC, City Clerk

Date: _____