

**AMENDMENT NO. 2
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DELCAS AUTO COLLISION, INC.**

THIS AMENDMENT NO. 2 to Agreement No. A-14976 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Delcas Auto Collision, Inc., (hereinafter, “CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, on September 29, 2020, the Board of Supervisors approved Agreement No. A-14976 which CONTRACTOR entered into with County on October 1, 2020 (hereinafter, “Agreement”) to provide auto body repair services for the County in response to Request for Quote #10751 (hereinafter “services”) through and including September 30, 2022 for an amount not to exceed \$150,000;

WHEREAS, Agreement was amended by the Parties on October 5, 2022, (hereinafter, “Amendment No. 1”) to extend the term for one year through September 30, 2023;

WHEREAS, it is necessary to increase the Agreement’s not to exceed amount by \$250,000, resulting in a total not to exceed amount of \$400,000; and

WHEREAS, the Parties wish to further amend the Agreement to increase the not to exceed amount by \$250,000 for a total not to exceed amount of \$400,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence of Section 2.0, “Payment Provisions,” to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$400,000.00.
2. All other terms and conditions of the Agreement as amended by Amendment No. 1, including all Exhibits thereto, remain unchanged and in full force.
4. This Amendment No. 2 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Delcas Auto Collision, Inc.
Contractor's Business Name

Date: _____

By: _____
DocuSigned by:
Agustin Del Real, Jr.
(Signature of Chair, President or Vice President)

**Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel**

By: _____
DocuSigned by:
Michael J. Whilden
Michael J. Whilden
Deputy County Counsel

Its: _____
Augustin Del Real, Jr., CEO
(Print Name and Title)

Date: _____
10/31/2022 | 8:58 AM PDT

Date: _____
10/21/2022 | 3:20 PM PDT

By: _____
DocuSigned by:
Agustin Del Real, Jr.
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Approved as to Fiscal Provisions

By: _____
DocuSigned by:
Jennifer Forsyth
Auditor/Controller

Its: _____
Augustin Del Real, Jr., CEO
(Print Name and Title)

Date: _____
11/1/2022 | 8:30 AM PDT

Date: _____
10/21/2022 | 3:20 PM PDT

**Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager**

By: _____

Name: _____

Title: _____

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 Agreement or Amendment to said Agreement.