

## **AMENDMENT #3 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & THE DATA CENTER**

**THIS AMENDMENT** is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of tax bill printing & distribution by and between **THE DATA CENTER**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

**WHEREAS**, on June 28, 2016, the Board of Supervisors passed and adopted the Agreement (Agreement No. A-13216) between The Data Center and the County for the Treasurer-Tax Collector's Tax Bill Printing and Distribution Services with a total amount not to exceed \$100,000 per fiscal year and a term from July 1, 2016 through June 30, 2019, with the option to extend the Agreement for three one year periods, and authorizing the Contracts/Purchasing Officer or Supervisor to sign future Amendments to the Agreement, which do not significantly alter the scope of work and do not exceed \$100,000 per fiscal year; and

**WHEREAS**, this Amendment is necessary for the continuation of tax bill printing and distribution services for the Treasurer-Tax Collector department; and

**WHEREAS**, the County and THE DATA CENTER, LLC wish to amend the AGREEMENT to reflect the County's exercise of the option to extend the Agreement for one (1) additional year, for an additional total amount of the AGREEMENT not to exceed \$100,000 for that additional period.

**WHEREAS**, the AGREEMENT is hereby amended to extend its term to include the period of July 1, 2021 through June 30, 2022, unless sooner terminated pursuant to the terms of the AGREEMENT or extended in writing. The total amount payable by COUNTY to CONTRACTOR for all services performed by CONTRACTOR for and during the period of July 1, 2021 through June 30, 2022, shall not exceed the sum of \$100,000 in accordance with the schedule of costs set forth in the enclosed Attachment A-3.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. This AGREEMENT is hereby amended to extend its term to include the period of July 1, 2021 through June 30, 2022, unless sooner terminated pursuant to the terms of the AGREEMENT or extended in writing.
2. The total payable by COUNTY to CONTRACTOR for all services performed by CONTRACTOR for and during the period of July 1, 2021 through June 30, 2022, shall not exceed the sum of \$100,000 in accordance with the schedule of costs set forth in the enclosed Attachment A-3.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

Amendment to Agreement with The Data Center for Tax Bill Printing & Distribution

4. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated July 12, 2016.

*This space left blank intentionally*

Amendment to Agreement with The Data Center for Tax Bill Printing & Distribution

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:  
*Debra Wilson, Contracts/Purchasing Supervisor*  
78741937AA0041B...  
Contracts/Purchasing Officer

Dated: 6/22/2021 | 4:33 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:  
*Gary Giboney*  
D3834BFEC1D8449...  
Deputy Auditor/Controller

Dated: 6/22/2021 | 4:54 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:  
*Susan Blitch*  
9A4AB9A569374C3...  
Deputy County Counsel

Dated: 6/22/2021 | 4:12 PM PDT

CONTRACTOR

DocuSigned by:  
*Kim Kendall*  
By: \_\_\_\_\_  
Signature of Chair, President, or Vice-President

Kim Kendall President  
Printed Name and Title

Dated: 6/15/2021 | 8:13 AM PDT

DocuSigned by:  
*Debbie Ohlweiler*  
By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Debbie Ohlweiler Assisant Treasure  
Printed Name and Title

Dated: 6/15/2021 | 8:34 AM PDT

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.