

**AMENDMENT NO. 3  
TO SERVICES AGREEMENT  
BETWEEN ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE (ESRI) INC.,  
AND  
COUNTY OF MONTEREY, THROUGH ITS INFORMATION TECHNOLOGY  
DEPARTMENT  
FOR**

**Support and Maintenance of County ESRI licenses required for the County's GIS system**

This Amendment No. 3 to the Master Agreement ("Agreement") which was effective on October 25, 2016 is entered into by and between the County of Monterey, on behalf of its Information Technology Department (hereinafter "COUNTY"), and Environmental Systems Research Institute, Inc. (hereinafter "CONTRACTOR"); (collectively, the County and CONTRACTOR are referred to as the "Parties"), with respect to the following:

**RECITALS**

**WHEREAS**, the Agreement was executed for CONTRACTOR to provide support and maintenance of the County GIS system, with a term October 31, 2016 through October 30, 2017 and a total Agreement amount not to exceed \$65,000;

**WHEREAS**, COUNTY and CONTRACTOR amended the agreement to extend services, via Amendment No. 1, adding an additional \$49,805.13 for a total revised agreement amount of \$114,805.13 and extending the term through October 2018; and

**WHEREAS**, COUNTY and CONTRACTOR amended the agreement to extend services, via Amendment No. 2, adding an additional \$62,536.86 for a total revised agreement amount of \$177,341.99 and extending the term through October 2019; and

**WHEREAS**, COUNTY and CONTRACTOR currently wish to amend the Agreement, extending the term of the Agreement for an additional one (1) year period, for a revised term of October 30, 2019 through October 30, 2020, adding an additional \$59,798.08 for a revised not to exceed of \$237,140.07, with no change to the scope of services.

**AGREEMENT**

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

The Agreement is hereby amended on the terms and conditions as set forth in the Agreement, except as specifically set forth below.

1. Renewal Quotation Summary, shall be amended to the following:  
*Start date is from October 31, 2019 through October 30, 2020.*  
*Total yearly amount is \$59,798.08.*  
*Total contract amount not to exceed \$237,140.07.*
2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect.
3. A copy of this Amendment No. 1 and Amendment No. 2 shall be attached to the Original Agreement.

*~ Signature page to follow ~*

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

**COUNTY OF MONTEREY**

By: \_\_\_\_\_  
Contracts Purchasing Officer

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Deputy County Counsel

Date: \_\_\_\_\_

**APPROVED AS TO FISCAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Deputy Auditor/Controller

Date: \_\_\_\_\_

**CONTRACTOR**  
**ENVIRONMENTAL SYSTEMS**  
**RESEARCH INSTITUTE, INC.**

**CONTRACTOR's Business Name**

\*\*\*See instructions below\*\*\*

By: 7-B-

**Timothy Brazeal**  
Manager, Commercial & Government Contracts

\_\_\_\_\_  
Name and Title

Date: NOVEMBER 6, 2019

By: [Signature]

**Chris Johnson**  
Manager, Commercial & Government Contracts

\_\_\_\_\_  
Name and Title

Date: 11/6/19

**\*\*\*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 (two signatures required).

**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 (two signatures required).

**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 (one signature required).


**ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.**

**DELEGATION OF AUTHORITY**

I, Laura Dangermond, as Director of Environmental Systems Research Institute, Inc. (the "Corporation"), hereby appoint the following employee(s) to act for and on behalf of the Corporation, each acting solely, with full authority to sign agreements in accordance with the Signature Delegation Policy for the Contracts and Legal Department, on behalf of the Corporation. The authority delegation is not subject to further delegation without my prior written consent.

This authority hereby delegated by this document shall completely expire as of midnight in San Bernardino County, California on December 31, 2019.

This authority is delegated in accordance with the Minutes of Action duly adopted by the Board of Directors of the Corporation on September 2, 2008.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
ERICK ARIAL	Manager, Commercial & Government Contracts	
DONALD J. BERRY, JR	Director of Operations	
TIMOTHY BRAZEAL	Manager, Commercial & Government Contracts	
WILLIAM C. FLEMING	Managing Attorney	
CHRIS JOHNSON	Manager, Commercial & Government Contracts	
ALEJANDRA MERINO	Manager, International Contracts	

  
\_\_\_\_\_  
Laura Dangermond  
Director

Effective Date: January 1, 2019

Corporate Seal of  
Environmental Systems  
Research Institute, Inc.



**MINUTES OF ACTION OF THE BOARD OF DIRECTORS**  
**OF**  
**ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.**  
**TAKEN WITHOUT A MEETING BY UNANIMOUS WRITTEN CONSENT**  
**September 2, 2008**

The actions described in these Minutes of Action were taken by the Board of Directors of the above-named Corporation by unanimous written consent pursuant to provisions in the Corporation's Bylaws permitting such action be taken.

The Directors hereby adopt the following recitals, resolutions, and statements:

Delegation of Authority to Agents

WHEREAS, the Board of Directors deems it to be in the best interest of the Corporation to authorize any Director, whether acting alone or jointly with any other Director, to delegate for exercise during a period of absence by both the President and the Secretary, the authority to specific employees to act as agents for and on behalf of the Corporation in connection with certain matters and for a limited period of time, all as specified in the written delegation of such authority.

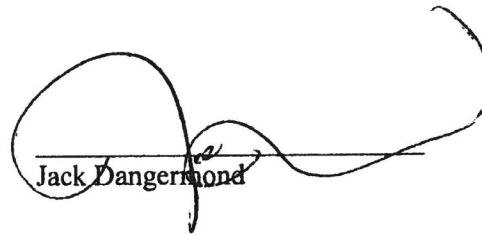
NOW BE IT RESOLVED: That Jack Dangermond and Laura Dangermond, or either of them acting alone, as Directors, shall be and each hereby is, authorized to appoint by written delegations of authority, specifically named individuals thereby authorized as agents for the Corporation to negotiate and to sign business documents including, but not limited to, contracts, wire transfer instructions, bank checks, and drafts or other orders for payment on behalf of the Corporation, provided that each authority so delegated shall be exercisable only for the limited time period specified in the written delegation of such authority signed by the delegating Director(s).

RESOLVED FURTHER: That any appointment and delegation of authority by the Directors of the Corporation, or either of them, to any such agent for the Corporation, shall be evidenced by a writing and shall specify; (1) the name(s) of the individual agent(s) to whom authority is delegated; (2) the name(s) of the Director(s) executing the appointment and delegation of authority; (3) the date of the appointment; (4) the date on which the authority to so act shall expire; and (5) the nature and extent of the authority delegated and any limitations thereon.

RESOLVED FURTHER: That any individual so appointed as an agent by a written delegation of authority is hereby empowered, subject to terms and limitations stated in the written delegation, with authority to negotiate, sign and deliver documents and other instruments (including amendments and modifications thereto) and to bind the Corporation to performance in accord with the terms and conditions of each such document or other instrument.

RESOLVED FURTHER: That the Officers of the Corporation shall be, and they hereby are, authorized and directed to execute any and all documents and to take any and all actions necessary to implement the intent of these resolutions.

The undersigned, constituting all of the Directors of the Corporation, hereby adopt these Minutes of Action effective on and as of September 2, 2008.

  
Jack Dangermond

  
Laura Dangermond