

**Renewal and Amendment No. 2 to Standard Agreement Between  
the County of Monterey and BMI Imaging Systems  
(Amendment No. 2 – First Extended Term – July 1, 2024 to June 30,  
2025)**

**This Renewal and Amendment No. 2** to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, “COUNTY”) and BMI Imaging Systems, Inc. (hereinafter, “CONTRACTOR”) is hereby entered into between the COUNTY and CONTRACTOR (collectively, the “parties”) and effective as of the last date opposite the respective signatures below.

**WHEREAS**, on August 23, 2022, COUNTY Board of Supervisors approved and authorized a Standard Annual Agreement (“Agreement”) between the parties effective September 1, 2022, for an initial term from September 1, 2022 through June 30, 2024, in an amount not to exceed \$47,720.

**WHEREAS**, on June 11, 2024, COUNTY Board of Supervisors approved and authorized an amendment, on the same or similar terms, for an additional \$3,600 for the term of September 1, 2022 through and including June 30, 2024 (hereinafter, “Amendment No. 1 – Additional Funds”).

**WHEREAS**, now, the parties desire to renew and amend the Agreement by extending the Agreement, on the same or similar terms, for an additional one (1) year term retroactive to July 1, 2024 through and including June 30, 2025 (hereinafter, “Renewal and Amendment No. 2 – First Extended Term”).

**WHEREAS**, this “Renewal and Amendment No. 2 – First Extended Term” is necessary due to the COUNTY’S business need to maintain compliance with Assembly Bill 1466 through the continued operation of a program to assist with the redaction of unlawfully restrictive covenants.

**NOW THEREFORE**, the parties agree as follows:

1. Section 3.01, which states “The term of this Agreement is from to September 1, 2022 to **June 30, 2024**, unless sooner terminated pursuant to the terms of this Agreement” shall be amended to state “The term of this Agreement is from to September 1, 2022 to **June 30, 2025**, unless sooner terminated pursuant to the terms of this Agreement.”
2. If there is any conflict or inconsistency between the provisions of the Agreement or its subsequent amendments, the following shall have precedence:
  - Renewal and Amendment No. 2 over Amendment No. 1 and the Agreement, and
  - Amendment No. 1 over the Agreement.
3. A copy of the prior amendment, including this Renewal and Amendment No. 2 shall be attached to the original Agreement approved by said Board on August 23, 2022.
4. All other terms and conditions in the Agreement remain in full force and effect.

5. This Renewal and Amendment No. 2 shall become effective immediately upon execution of the parties.

*This space left blank intentionally*

**IN WITNESS WHEREOF**, the parties have executed this Renewal and Amendment No. 2 – First Extended Term on the last date opposite the respective signatures below.

COUNTY OF MONTEREY

BMI Imaging Systems, Inc.

DocuSigned by:  
*Marina Camacho*  
2180F187CA9B433  
Assessor-County Clerk/Recorder or Deputy

By: *[Signature]*  
0608F4C2A0B4724  
Signature of Chair, President, or Vice-President

Dated: 7/9/2024 | 5:09 PM PDT

will whitney President and CEO  
Printed Name and Title

*Approved as to Fiscal Provisions:*

Dated: 6/24/2024 | 1:33 PM PDT

DocuSigned by:  
*Ma Mon*  
261780877D86466  
Deputy Auditor/Controller

By: *[Signature]*  
623E835C9940472  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Dated: 6/24/2024 | 2:13 PM PDT

Brad Gilbert CFO  
Printed Name and Title

*Approved as to Liability Provisions:*

Dated: 6/24/2024 | 10:53 AM PDT

Risk Management  
Dated:

*Approved as to Form:*

DocuSigned by:  
*Shane Eben Strong*  
6624564F383843C  
Deputy County Counsel

Dated: 6/24/2024 | 1:56 PM PDT

\*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 specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation, the full legal name of the LLC shall be set forth above together with the signatures of two LLC Managers. 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/Amendment 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/Amendment.