RENEWAL and AMENDMENT No. 3 To Agreement

By & Between

COUNTY OF MONTEREY & ABC LEGAL SERVI CES, INC.

THIS RENEWAL and AMENDMENT No. 3 is made to the AGREEMENT for the provision of nationwide process services for documents applicable to child support cases by and between ABC LEGAL SERVICES, INC., hereinafter referred to as "CONTRACTOR", and the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WHEREAS, the COUNTY and CONTRACTOR entered into an AGREEMENT on October 2, 2012; and

WHEREAS, the COUNTY amended the AGREEMENT via Amendment No. 1 June 24, 2014 and via Amendment No. 2 on January 26, 2015; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT to reflect the COUNTY'S exercise of the option to extend the agreement through 11:59 P.M. PST, September 30, 2015; and

WHEREAS, the County wished to increase the amount payable to the CONTRACTOR by \$15,000; and

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

- 1. Paragraph 2, "PAYMENTS BY COUNTY", shall be amended by removing "The total amount payable by County to CONTRACTOR under this agreement shall not exceed the sum of \$99,600.00" and replacing it with "The total amount payable by County to CONTRACTOR under this agreement shall not exceed the sum of \$114,600.00".
- 2. Exhibit A, "Scope of Services/Payment Provisions", Paragraph B.1, shall be amended by removing "County shall pay an amount not to exceed \$99,600.00 for the performance of all thing necessary for or incidental to the performance of work as set forth in the Scope of Work" and replacing it with "County shall pay an amount not to exceed \$114,600.00 for the performance of all thing necessary for or incidental to the performance of work as set forth in the Scope of Work".
- 3. Paragraph 3, "TERM OF AGREEMENT", shall be amended by removing "The term of this Agreement is from July 1, 2012 to June 30, 2015, unless sooner terminated pursuant to the terms of this Agreement" and replacing it with "This term of this Agreement is from July 1, 2012 to September 30, 2015, unless sooner pursuant to the terms of this agreement."
- 4. If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT

Contracts/Purchasing Officer

By:

Signature of Chair, President, or

Vice-President

Dated:

Approved as to Fiscal Provisions:

Deputy Auditor Controller

Dated:

as follows:

MISH MANAGEMENT
Approved as to-Liability Provisions:

APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

Risk Management

By: Dy dia Schumak Dated: 9-22-15

Approved as to Form:

Deputy County Counsel

Dated: 9-9-15

By: (Signature of Secretary, Asst. Secretary, CFO,

Treasurer or Asst. Treasurer)*

Printed Name and Title

Dated: 8/28/15

County Board of Supervisors' Agreement Number:

*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.

AMENDMENT No.3
County of Monterey(DCSS)
and ABC Legal Services, Inc
Through 093015; \$114,600 max.