

**AMENDMENT #2 TO AGREEMENT BETWEEN
COUNTY OF MONTEREY AND PFD MANAGEMENT, INC.**

THIS AMENDMENT No. 2 is hereby made to the AGREEMENT for Cafeteria Operations by and between PFD Management, Inc., a California Corporation (hereinafter “CONCESSIONAIRE”), and the County of Monterey, a political subdivision of the State of California (hereinafter the “County”).

WHEREAS, the County and CONCESSIONAIRE entered into the original AGREEMENT effective March 28, 2017, and subsequently amended by Amendment #1 effective July 18, 2018; and,

WHEREAS, the Parties hereby agree to temporarily amend Section 9, “Fees and Charges,” of the original AGREEMENT as amended, as stated below: and,

WHEREAS, CONCESSIONAIRE and County agree that the original terms of Section 9, “Fees and Charges,” shall revert to the originally agreed upon terms as written in the original AGREEMENT executed on March 28, 2017, as amended on July 18, 2018; and,

NOW THEREFORE, the County and CONCESSIONAIRE hereby agree as follows:

1. The County and CONCESSIONAIRE hereby agree to temporarily amend the AGREEMENT as follows:
 - a. The Minimum Base Rent obligations of the AGREEMENT, as outlined within Section 9, “Fees and Charges,” are amended to read: “The contracted monthly minimum Base Rent of \$637.00 per location is temporarily reduced to \$1.00 per location, retroactive to April 1, 2020 through June 30, 2021. On July 1, 2021, the Base Rent shall revert to \$637.00 per location.”
2. If there is any conflict or inconsistency between the provisions of the AGREEMENT, as previously amended on July 18, 2018, and this AMENDMENT No. 2, then the provisions of this AMENDMENT No. 2 shall govern.
3. A copy of this AMENDMENT No. 2 shall be attached to the original AGREEMENT executed by the County on March 28, 2017. Except as provided herein, all remaining terms, conditions, provisions, entitlements, and obligations of the AGREEMENT, as previously amended on July 18, 2018, shall remain unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this **AMENDMENT No. 2** on the day and year written below.

MONTEREY COUNTY

**CONCESSIONAIRE:
PFD MANAGEMENT INC.**

Contracts/Purchasing Officer

By: _____
Signature of Chief Executive Officer PFD
Management Inc.

Dated: _____

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: _____

Deputy Auditor/Controller

By: _____
(Signature of Chief Financial Officer) *

Dated: _____

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated: _____

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

*INSTRUCTIONS: If CONCESSIONAIRE 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 CONCESSIONAIRE 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 CONCESSIONAIRE is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.