

**RENEWAL AND AMENDMENT #2 TO AGREEMENT BETWEEN  
COUNTY OF MONTEREY AND MUNICODE, LLC PREVIOUSLY  
DOING BUSINESS AS MUNICIPAL CODE CORPORATION  
(MUNICODE)**

This Renewal and Amendment No. 2 is made to the standard agreement for the provision of Codification of Monterey County Ordinances in the Monterey County Code by and between the former Municipal Code Corporation (“Municode”, now Municode, LLC), hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County” (the “Agreement”).

**WHEREAS**, the Agreement expired on June 30, 2021; and,

**WHEREAS**, the Parties wish to renew the Agreement retroactive to July 1, 2021; and

**WHEREAS**, the County has a continued need for services; and

**WHEREAS**, the County and CONTRACTOR wish to renew and extend the term of the renewed Agreement through June 30, 2025 and amend the Agreement to add \$20,000 for a total contract amount not to exceed \$50,000; and,

**WHEREAS**, the parties wish to further amend the Agreement to reflect the County’s exercise of the option to extend for three (3) additional years; NOW THEREFORE,

County and CONTRACTOR hereby agree to renew and amend the Agreement as follows:

1. The Agreement is renewed retroactive to July 1, 2021, and all of its provisions shall be deemed to have been in effect continuously since that time.
2. The second sentence in Paragraph 2.01, “PAYMENT PROVISIONS”, is amended to read “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$50,000.
3. Paragraph 3, “TERM OF AGREEMENT”, shall be amended by removing “The term of this Agreement is from July 2, 2018 to June 30, 2021, unless sooner terminated pursuant to the terms of this Agreement”, and replacing it with “The term of this Agreement is from July 2, 2018 to June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement”.
4. In places within the AGREEMENT, and any amendment thereto, any reference to Municipal Code Corporation (Municode) is hereby replaced with Municode, LLC.
5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Renewal and Amendment and shall continue in full force and effect as set forth in the Agreement.
6. A copy of this Renewal and Amendment No. 2 shall be attached to the original Agreement that was effective July 1, 2015.

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

MONTEREY COUNTY

CONTRACTOR

\_\_\_\_\_  
Contracts/Purchasing Officer

By: \_\_\_\_\_ Municode, LLC  
Signature of Chair, President, or  
Vice-President

Dated: \_\_\_\_\_

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

*Approved as to Fiscal Provisions:*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Deputy Auditor/Controller

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

Dated: \_\_\_\_\_

*Approved as to Liability Provisions:*

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

N/A

\_\_\_\_\_  
Risk Management

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

*Approved as to Form:*

\_\_\_\_\_  
Deputy County Counsel

Dated: \_\_\_\_\_

\*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.