

**AMENDMENT NO. 2 TO AGREEMENT
BY & BETWEEN
COUNTY OF MONTEREY
&
MSW CONSULTANTS, INC.**

THIS Amendment No. 2 is made to the Agreement by and between MSW CONSULTANTS, INC. ("CONTRACTOR"), and the County of Monterey, a political subdivision of the State of California ("County").

WHEREAS, County and CONTRACTOR entered into an Agreement with a term of September 21, 2015 through July 30, 2020 for an amount not to exceed \$76,500 for solid waste consulting services; and

WHEREAS, County and CONTRACTOR amended the Agreement via Amendment No. 1 to increase the Agreement by \$18,500 for an amount not to exceed \$95,000; and

WHEREAS, County and CONTRACTOR wish to amend the Agreement via Amendment No. 2 to increase the Agreement by \$30,000 for an amount not to exceed \$125,000.

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

1. Section 2.01, "PAYMENT PROVISIONS", is amended to read as follows: The County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of **\$125,000**.
2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect.
3. A copy of this Amendment No. 2 shall be attached to the Agreement and shall be incorporated therein as if fully set forth in the Agreement.
4. The recitals to this Amendment No. 2 are hereby incorporated by this reference.

*****THIS SECTION INTENTIONALLY LEFT BLANK*****

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 as of the date last set forth below their respective signatures.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form

By: *Max Jacobson*
Deputy County Counsel

Date: 10-18-19

Approved as to Fiscal Provisions

By: *[Signature]*
Auditor/Controller

Date: 10-23-19

Approved as to Liability Provisions

By: _____
County Counsel-Risk Management

Date: _____

MSW CONSULTANTS, INC.

By: *[Signature]*
(Signature of Chair, President, or Vice-President)*

David L. Davis President
Name and Title

Date: 10-3-19

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

Chrisinda J. Davis, CFO
Name and Title

Date: 10-2-19

*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 (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.