

**SECOND AMENDMENT TO
TULARE COUNTY AGREEMENT NUMBER 25558**

THIS SECOND AMENDMENT ("Amendment") is entered into as of June 24, 2018, between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), AND PENINSULA MESSENGER SERVICE OF CENTRAL CALIFORNIA, INC., a California Corporation, referred to as ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. The COUNTY and CONTRACTOR entered into the Agreement Number 25558 on June 19, 2012 for the purpose of providing printing and typesetting services; and
- B. COUNTY and CONTRACTOR entered agreed to Amend Agreement Number 25558 on April 7, 2017 to extend the term of the Agreement; and
- C. COUNTY and CONTRACTOR desire to increase the Agreement sum by \$7,100 due to an increase in request for additional services from departments.

ACCORDINGLY, COUNTY and CONTRACTOR agree as follows:

- 1. Item 13, PAYMENT, the Agreement is amended in its entirety to read as follows:

13. PAYMENT:

COUNTY agrees that payment will be processed within fifteen (15) days of presentation of a detailed monthly invoice showing the cost for each stop listed in Exhibit A. If for any reason COUNTY believes that services have not been provided in accordance with the provisions of this Agreement, it may withhold payment until they are verified to the COUNTY's reasonable satisfaction. COUNTY will pay the CONTRACTOR the following rates for each stop listed in Exhibit A:

- For services listed in Exhibit A-21 of Exhibit A \$79.54 per month per each stop.
- For services listed in Exhibit B of Exhibit A \$55.67 per month per each stop.
- For services listed in Exhibit C-2 of Exhibit A \$91.07 per month per each stop.
- For services listed in Exhibit D-3 of Exhibit A \$121.72 per month per each stop.
- For services listed in Exhibit E-1 of Exhibit A \$44.51 per month per each stop.
- For services listed in Exhibit F-1 of Exhibit A \$821.59 per month Civic Center stop, \$397.64 and \$56.50 for Library stops, and \$927.00 and \$695.64 for the Hillman Pharmacy stops for HHS. At the start of second year and subsequent years of the Agreement there will be a 1.5% increase in the rates listed in Exhibit A.

For unforeseen and unanticipated additional services required in Fiscal Year 2017/18, COUNTY shall pay CONTRACTOR an additional SEVEN THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$7,100.00). Expenses for other services or materials not herein listed are neither authorized nor reimbursable. CONTRACTOR shall submit for COUNTY approval a detailed invoice describing the work performed. All payments under this Agreement shall be made in accordance with the COUNTY'S normal payment cycle. CONTRACTOR will not charge, and COUNTY will not pay, any late fee or other late payment penalty.

- 2. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect. **THE PARTIES**, having read and considered the above provisions; indicate their agreement by

TULARE COUNTY AGREEMENT NO. 25558-B

their authorized signatures below.

Peninsula Messenger Service of
Central California, Inc.

Date June 5, 2018

By *Aaron Bush*
Print Name Aaron Bush
Title President

Date June 5, 2018

By *Charlotte Olinger*
Print Name CHARLOTTE OLINGER
Title CFO/ SECRETARY-TREASURER

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

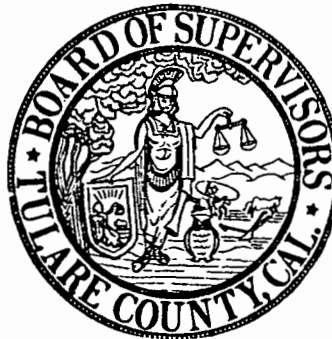
COUNTY OF TULARE

Date 6/24/2018

By *J. W. Anthony*
Chairman, Board of Supervisors

ATTEST: MICHAEL C SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By *Mary Rehillo*
Deputy Clerk



Approved as to Form:
County Counsel

By _____
Deputy

Matter # 2017640