

**AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT NO. A-14133  
COUNTY OF MONTEREY & CUMMINS ALLISON CORP.**

**THIS AMENDMENT** is made to the AGREEMENT No. A-14133 for maintenance services by and between CUMMINS ALLISON CORP., hereinafter “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 for Preventative Maintenance Services for the period of September 28, 2018 through September 27, 2021, for an amount not to exceed \$20,316.00;

**WHEREAS**, after the initiation of the services, the County required additional equipment added to the agreement on or about May 1, 2019, requiring the agreement to be modified to account for the associated additional funding on an annual basis for preventative maintenance from the purchase date of this equipment and to account for otherwise unbudgeted applicable taxes, both through the termination of the agreement;

**WHEREAS**, the County and Contractor wish to retroactively amend the Agreement to reflect the additional equipment added to the included services and additional associated costs arising therefrom for the current term of the Agreement;

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

1. Effective retroactive to May 1, 2019 through the current termination date of the Agreement on September 27, 2021, the following reflects the addition of equipment item ‘m’ to the updated list of equipment covered by the Annual Maintenance Agreement;
  - a. JETSCAN Mi101, serial number 1i101452713133
  - b. JETSCAN Mi101, serial number 1i101452813133
  - c. JETSCAN Mi101, serial number 1i101452913133
  - d. JETSCAN Mi101, serial number 1i101453013133
  - e. JETSCAN Mi101, serial number 1i101186411356
  - f. JETSCAN Mi101, serial number 1i101547913260
  - g. JETSCAN Mi101, serial number 1i101550913266
  - h. JETSCAN Mi101, serial number 1i101403116035
  - i. JETSCAN Mi101, serial number 1i101401116035
  - j. JETSCAN M 403, serial number 1i403065116116
  - k. First 2 pocket add on, part number 480-4001-01 for item j, above
  - l. Second 2 pocket add on, part number 480-4001-01 for item j, above
  - m. JETSCAN IFX, model number I200, serial number 1i1235052419015

2. Effective retroactively to May 1, 2019 through September 27, 2021, unless subject to future Amendment, the not to exceed amount of the Agreement is adjusted to now read \$22,200.00 to cover the original costs plus the maintenance costs of the equipment added as stated in paragraph 2, above, and for annual taxes that might apply to the contract.
3. If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. 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.
4. A copy of this AMENDMENT shall be attached to the original AGREEMENT No. A-14133 dated September 28, 2018, as it may have been previously amended.

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

MONTEREY COUNTY

CONTRACTOR

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

By: \_\_\_\_\_  
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

\_\_\_\_\_  
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.