

**AMENDMENT #4
TO AGREEMENT BETWEEN
COUNTY OF MONTEREY & COMMERCIAL SERVICE Co.**

THIS AMENDMENT is made to the Professional Services Agreement by and between **COMMERCIAL SERVICE Co.** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County" to provide repair services (as needed basis).

WHEREAS, the County and CONTRACTOR wish to amend the Agreement to increase the total amount payable to CONTRACTOR to cover unexpected troubleshooting and repair services as requested by County; and

WHEREAS, the County and CONTRACTOR previously amended the AGREEMENT on June 2, 2011 via Amendment No. 1, on April 6, 2012 via Amendment No.2 and on August 14, 2012 via Amendment No.3

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

1. Section 2. "PAYMENTS BY THE COUNTY" shall be amended to the following; *"The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of 80,000."* and replacing it with *"The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$240,000"*.
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on October 4, 2010.

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IN WITNESS WHEREOF, the parties have executed the AMENDMENT No.4 on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: Mark Mottram
Signature of Chair, President, or
Vice-President

Dated: _____

MARK MOTTRAM V.P.
Printed Name and Title

Approved as to Fiscal Provisions:
[Signature]
Deputy Auditor/Controller

Dated: 3/10/13

Dated: 3-26-13

By: John Key
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Approved as to Liability Provisions:

JOHN KEY Sec/Tre
Printed Name and Title

Risk Management

Dated: 3/7/13

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.