

**AMENDMENT #4 TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN SCOTT ERDBACHER AND  
THE COUNTY OF MONTEREY**

**This Amendment #4** is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and **SCOTT ERDBACHER** (hereinafter, "CONTRACTOR").

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to extend the term end date to allow for existing services to continue while the County publicly solicits for a new contract for services; and,

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to increase the amount of the AGREEMENT to cover the additional services rendered for the term extension yet billed at the same rates set forth in the AGREEMENT; and,

**WHEREAS**, the County and CONTRACTOR amended the AGREEMENT previously on Jan. 1, 2014 via Amendment No. 1, on Jan. 1, 2015 via Amendment No. 2, and on Jan. 1, 2016 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 COUNTY" is amended to read as follows: "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 shall not exceed the sum of **\$69,000.00**"
2. Section 3 "TERM OF AGREEMENT" is amended to read as follows: "The term of this Agreement is from January 1, 2017 to June 30, 2017. After June 30, 2017, the term shall continue on a month to month basis as needed for up to 6 months. The County shall notify CONTRACTOR 30 days in advance once services are no longer needed".
3. 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.
4. A copy of this Amendment and all previous amendments shall be attached to the original Agreement dated February 12, 2013.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT #4 on the day and year written below.

MONTEREY COUNTY

  
\_\_\_\_\_  
David L. Lewelling, M.B.A.  
Contracts/Purchasing Agent  
Deputy Purchasing Agent  
County of Monterey

Dated: 2.16.17

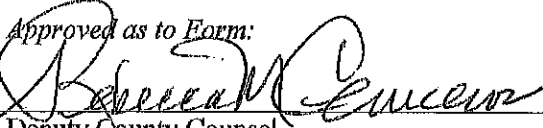
Approved as to Fiscal Provisions:  
  
\_\_\_\_\_  
Deputy Auditor/Controller

Dated: 2-17

Approved as to Liability Provisions:


Risk Management

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

Approved as to Form:  
  
\_\_\_\_\_  
Deputy County Counsel

Dated: Feb 2, 2017

CONTRACTOR

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

SCOTT ERBACHER  
\_\_\_\_\_  
Printed Name and Title

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

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

Printed Name and Title

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.