

**AMENDMENT NO. 1  
TO SERVICES AGREEMENT  
BETWEEN AUDIO FIDELITY COMMUNICATIONS COMPANY dba WHITLOCK AND  
COUNTY OF MONTEREY, THROUGH ITS INFORMATION TECHNOLOGY  
DEPARTMENT  
FOR  
AUDIO/VISUAL AND BROADCASTING SYSTEM UPGRADE PROJECTS**

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on January 1, 2019 is entered into by and between the County of Monterey, on behalf of its Information Technology Department (hereinafter "COUNTY"), and Audio Fidelity Communications Company dba Whitlock (hereinafter "CONTRACTOR"); (collectively, the County and CONTRACTOR are referred to as the "Parties"), with respect to the following:

**RECITALS**

**WHEREAS**, the Agreement was executed for CONTRACTOR to provide services pertaining to the County's video conferencing system, County's Board of Supervisors audio-visual (AV) and broadcasting system upgrade project and other associated AV and video conferencing projects with a term January 1, 2019 through December 31, 2022 and a total Agreement amount not to exceed \$50,000; and

**WHEREAS**, COUNTY and CONTRACTOR currently wish to amend the Agreement, to extend the term of the Agreement for an additional two (2) year period, for a revised term of January 1, 2019 through December 31, 2024, adding an additional \$100,000 for a revised not to exceed of \$150,000, with no change to the scope of services.

**AGREEMENT**

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

The Agreement is hereby amended on the terms and conditions as set forth in the Agreement, except as specifically set forth below.

1. Paragraph titled 2.0 "PAYMENT PROVISIONS" shall be amended to the following:  
*"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 \$150,000."*
2. Paragraph 3.0, titled "TERM OF AGREEMENT", shall be amended to the following:  
*"The term of this Agreement is from January 1, 2019 through December 31, 2024 unless sooner terminated pursuant to the terms of this Agreement."*
3. Paragraph 9.03 regarding "INSURANCE REQUIREMENTS" for automobile coverage shall be amended to read the following:  
*"Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence."*
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect.
5. A copy of this Amendment No. 1 shall be attached to the Original Agreement.
6. This Amendment No. 1 shall be effective upon execution by both parties.

*~ Signature page to follow ~*

Amendment No. 1 to Agreement  
With Audio Fidelity Communications Company dba Whitlock  
Term: January 1, 2019 through December 31, 2024  
Not to Exceed: \$150,000

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

**COUNTY OF MONTEREY**

By: \_\_\_\_\_  
Contracts Purchasing Officer

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Deputy County Counsel

Date: \_\_\_\_\_

**APPROVED AS TO FISCAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Deputy Auditor/Controller

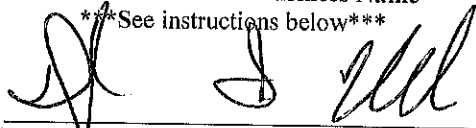
Date: \_\_\_\_\_

**CONTRACTOR**

Audio Fidelity Communications Company dba  
Whitlock

**CONTRACTOR's Business Name**

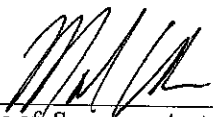
\*\*\*See instructions below\*\*\*

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

Douglas S. Hall, President

\_\_\_\_\_  
Name and Title

Date: 10-18-2019

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

Mark C. Baker, Chief Financial Officer

\_\_\_\_\_  
Name and Title

Date: 10-18-2019

**\*\*\*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 (two signatures required).

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 (two signatures required).

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 (one signature required).