

**AMENDMENT #3 TO SERVICES AGREEMENT
COUNTY OF MONTEREY &
SUNLITE AUTO GLASS, INC.**

THIS AMENDMENT NO. 3 is made to the AGREEMENT for glass installation, rock chip repair and headlight restoration services by and between **SUNLITE AUTO GLASS, INC.**, 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 a Standard Agreement on November 16, 2018, (hereinafter, “AGREEMENT”) with a term of agreement date from July 1, 2018 through July 31, 2021 and a “not to exceed” amount of \$70,000; and

WHEREAS, the County and CONTRACTOR discovered that certain services, which were intended to be covered in the original AGREEMENT, were not in fact sufficiently provided for in the AGREEMENT; and

WHEREAS, the County and CONTRACTOR amended the AGREEMENT via Amendment No. 1 on April 13, 2020 to increase funds by \$30,000 for a new AGREEMENT amount not to exceed of \$100,000.00; and

WHEREAS, the County and CONTRACTOR amended the AGREEMENT via Amendment No. 2 on August 4, 2020 to increase funds by \$70,000 for a new AGREEMENT amount not to exceed of \$170,000.00; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT via Amendment No. 3 to increase funds by \$70,000 for a new AGREEMENT amount not to exceed of \$240,000.00, and to extend the term of the AGREEMENT for two (2) additional years through and including June 30, 2023 to allow CONTRACTOR to continue to provide services identified in this AGREEMENT and as amended by this AMENDMENT NO. 3.

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

1. In Section 3.0 “TERM OF AGREEMENT,” in Paragraph 3.01, the term of Agreement shall be amended from an end date of July 31, 2021 to June 30, 2023.
2. In Section 2.0 “PAYMENT PROVISIONS” shall be amended by removing, “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$70,000.00” and replacing it with “The total amount payable by County to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$240,000.00.”
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 AMENDMENT NO. 3 shall be attached to the original AGREEMENT executed by the County on November 16, 2018.

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

MONTEREY COUNTY

**CONTRACTOR:
SUNLITE AUTO GLASS, INC.**

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 non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.