

**AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN ARMSTRONG PRODUCTION INC. AND
COUNTY OF MONTEREY, THROUGH ITS INFORMATION TECHNOLOGY
DEPARTMENT AND ADMINISTRATIVE OFFICE
FOR
BROADCAST OPERATION SERVICES**

This Amendment No. 3 to the Services Agreement (“Agreement”) which was effective on November 7, 2017 is entered into by and between the County of Monterey, on behalf of its Information Technology Department and Administrative Office (hereinafter “COUNTY”), and Armstrong Productions, Inc. (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 broadcast operation services pertaining to the Monterey County Government Channel and other associated broadcasting services, with a term of November 7, 2017 through June 30, 2020, and a total Agreement amount not-to-exceed \$294,880; and

WHEREAS, the COUNTY and CONTRACTOR agreed in Amendment No 1 to extend the term of the agreement for an additional one (1) year period for a revised term through June 30, 2021 and adding an additional \$105,000; and

WHEREAS, the COUNTY and CONTRACTOR agreed in Amendment No 2 to correct transposed numbers which changed the not-to-exceed amount of the contract; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement, to extend the term of the Agreement for an additional one (1) year period, for a revised term of July 1, 2021 through June 30, 2022, adding an additional \$105,000 for a revised not-to-exceed amount of \$504,880, 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 “TERM OF AGREEMENT,” shall be amended to the following:
“The term of this Agreement is from July 1, 2021 through June 30, 2022, unless sooner terminated pursuant to the terms of this Agreement.”
2. Paragraph titled “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 \$504,880.”
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect.
4. A copy of this Amendment No. 3 shall be attached to the Original Agreement.
5. This Amendment No. 3 shall be effective upon execution by both parties.

~ Signature page to follow ~

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

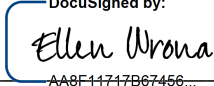
Date: _____

CONTRACTOR

Armstrong Productions Inc.

CONTRACTOR's Business Name

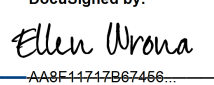
See instructions below

DocuSigned by:

By: _____
AA8F11717B67456...
(Signature of: Chair, President, or Vice-President)

Ellen Wrona, President
Name and Title

Date: 6/8/2021 | 9:21 AM PDT

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

DocuSigned by:

Name and Title

Date: 6/8/2021 | 9:21 AM PDT

*****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).