

AMENDMENT #2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & ARMSTRONG PRODUCTIONS, INC.

THIS AMENDMENT is made to the PROFESSIONAL SERVICES AGREEMENT No. A-10244 for the provision of Programming and Production Services by and between Armstrong Productions, 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 this AGREEMENT originally for a term of April 1, 2011 through June 30, 2014; and

WHEREAS, the County and CONTRACTOR entered into Amendment #1 to this Agreement on or about June 24, 2014, in order to extend the term of the AGREEMENT to June 30, 2016 and to increase the total “not to exceed” compensation to \$156,000; and

WHEREAS, the County and CONTRACTOR wish to further amend the AGREEMENT to reflect the County’s exercise of the option to extend the AGREEMENT until June 30, 2017, in order to have time to solicit vendors pursuant to an RFP; and

WHEREAS, the County and CONTRACTOR acknowledge that CONTRACTOR has not increased its programming and production rates for the past five years, and wish to increase these rates commencing with the period beginning July 1, 2016.

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

1. **Section 3.1, “TERM OF AGREEMENT,”** shall be amended by removing “The term of the AGREEMENT will begin April 1, 2011 and remain active through and including June 30, 2016 with the option to extend the AGREEMENT for one additional two year period” and replace with “The term of the AGREEMENT will begin April 1, 2011 and remain active through and including June 30, 2017.”
2. **Section 4.1 of the AGREEMENT**, under “COMPENSATION AND PAYMENTS” shall be removed and replaced with “It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with ATTACHMENT A – RATE SHEET attached hereto. The total amount of this AGREEMENT shall not exceed \$206,000.”
3. CONTRACTOR has provided an updated ATTACHMENT A Rate Sheet as provided for in Section 4.0. A copy of the rate sheet “Armstrong Attachment A Programming and Production Rate Sheet Update Effective July 1, 2016” shall be attached to this AMENDMENT #2.

Pricing as per this Agreement is inclusive of all applicable taxes.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

4. Except as provided herein and previously amended, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT #2 and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated April 5, 2011 and AMENDMENT #1, dated June 24, 2014.

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

MONTEREY COUNTY

CONTRACTOR

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 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.