

## **AMENDMENT #1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & SUR TRANSPORTATION, LLC**

**THIS AMENDMENT** is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of providing transportation shuttle services by and between SUR TRANSPORTATION, LLC, 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 wish to amend the AGREEMENT to add additional services, extend the term and to increase the total amount of the Agreement due to the additional services.

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

1. Section 2., "PAYMENT PROVISIONS", shall be amended by removing, "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$52,000," and replacing it with "The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$327,000.00," paid as a reimbursement pursuant to invoices submitted by Contractor for services actually performed consistent with Exhibit A-1.
2. Section 3, "TERM OF AGREEMENT", shall be amended by removing, "The term of this Agreement is from June 28, 2017 to July 25, 2017", and replacing it with "The term of this Agreement is from June 28, 2017 to October 29, 2017."
3. EXHIBIT A – Scope of Services shall be amended by adding several additional services as per EXHIBIT A1 Revised per Amendment #1 attached hereto.
4. 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.
5. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated June 28, 2017.

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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 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: 7-19-17

*Approved as to Liability Provisions:*

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

\_\_\_\_\_  
Risk Management

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

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

*Approved as to Form:*

\_\_\_\_\_  
Deputy County Counsel

Dated: 7-19-17

\*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.