

**AMENDMENT #4
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY & ARMSTRONG PRODUCTIONS, INC.**

THIS AMENDMENT is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of Broadcast Operator 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 March 1, 2011 through February 28, 2014 with a “not to exceed” total compensation of \$117,500; and

WHEREAS, the County and CONTRACTOR entered into Amendment #1 to this Agreement on or about August 29, 2013, in order to extend the term of the AGREEMENT to February 28, 2016 and to increase the total “not to exceed” compensation to \$189,000; and

WHEREAS, the County and CONTRACTOR entered into Amendment #2 to this Agreement on or about February 29, 2016, in order to extend the term of the AGREEMENT to April 30, 2016 and to increase the total “not to exceed” compensation to \$195,000; and

WHEREAS, the County and CONTRACTOR entered into Amendment #3 to this Agreement on or about on May 2, 2016 in order to extend the term of the AGREEMENT to June 30, 2017 and to increase the total “not to exceed” compensation to \$255,000; 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 October 30, 2017, and increase the contract amount by \$18,000, in order to provide for continuity of services while County completes an RFP for broadcast services; and

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

1. The AGREEMENT is renewed and amended until no later than October 30, 2017.
2. **Section 2.1, “TERM OF AGREEMENT,”** shall be amended by removing “The term of this Agreement is from March 1, 2011 to June 30, 2017, unless sooner terminated pursuant to the terms of this Agreement”, and replacing it with “The term of this Agreement is from March 1, 2011 to October 30, 2017, unless sooner terminated pursuant to the terms of this Agreement.”
3. **Section 3.1 of the AGREEMENT**, under “COMPENSATION AND PAYMENTS” shall be amended by removing “The total amount of this AGREEMENT shall not exceed \$255,000” and replacing it with “The total amount of this AGREEMENT shall not exceed \$273,000.”

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 #4 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 March 9, 2011, AMENDMENT #1, dated August 29, 2013, and AMENDMENT #2, dated February 29, 2016, and AMENDMENT #3, dated May 2, 2016.

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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: Ellen Wrona

Signature of Chair, President, or
Vice-President

Dated:

Ellen Wrona, President

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 6/22/17

Deputy Auditor/Controller

By: Ellen Wrona

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated:

Approved as to Liability Provisions:

Ellen Wrona, Secretary

Printed Name and Title

Risk Management

Dated: 6/22/17

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.