

**AMENDMENT #3 TO AGREEMENT BETWEEN  
THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY AND  
KHOURI CONSULTING FOR PROFESSIONAL SERVICES  
CONTRACT #: 1122.2017.01**

THIS AMENDMENT NO. 3 to the agreement (hereinafter, "Agreement") dated June 28, 2017, between the Transportation Agency for Monterey County, hereinafter referred to as "TAMC," and Khouri Consulting, hereinafter referred to as "Consultant," is hereby entered into between TAMC and Consultant.

**RECITALS:**

- A. **WHEREAS**, the parties had previously entered into an Agreement on June 28, 2017;
- B. **WHEREAS**, TAMC and Consultant approved Amendment #1 on June 27, 2018 to revise Exhibit B (Budget) with Exhibit B-1, which increased payments to \$3,000 per month, beginning on July 1, 2018; and
- C. **WHEREAS**, TAMC and Consultant approved Amendment #2 on June 26, 2019 to extend the contract to October 31, 2019; and
- D. **WHEREAS**, the parties now wish to amend the Agreement to extend the contract term by one year, to increase the maximum amount payable at an increased rate of \$4,000 per month, and amend the Scope of Services;

**NOW, THEREFORE**, the parties agree as follows:

**1. TERM OF AGREEMENT**

The Paragraph 2 of the Agreement (Term of Agreement) shall be amended to replace the date "October 31, 2019" with the date "October 31, 2020".

**2. PAYMENTS TO CONSULTANT; MAXIMUM LIABILITY**

"The maximum amount payment to the Consultant is set forth in Exhibit B-2: Revised Budget and shall not exceed the amount of One Hundred Twenty-Six Thousand Dollars (\$126,000) total."

**3. SCOPE OF SERVICES**

The Scope of Work attached to the Agreement as Exhibit A is hereby replaced with the Scope of Work and attached hereto as Exhibit A-1.

**4. REMAINDER OF TERMS UNCHANGED**

All other terms of the Agreement, as amended, remain in full effect.

An executed copy of this Amendment No. 3 shall be attached to the Agreement and shall be incorporated as if fully set forth therein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment #3 to the Agreement with Khouri Consulting.

TAMC :

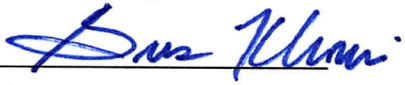
\_\_\_\_\_  
Debra L. Hale  
Executive Director

\_\_\_\_\_  
(date)

Approved as to form:

\_\_\_\_\_  
TAMC Counsel

Khouri Consulting:

  
\_\_\_\_\_  
Gus Khouri  
Principal

9-16-19  
\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

## **EXHIBIT A-1: SCOPE OF SERVICES**

1. Consultant's services under this Agreement shall include, but are not limited to, the following:
  - a) Assist TAMC in developing an annual legislative program;
  - b) Advise TAMC in determining positions on proposed legislation, recommend appropriate actions and write support or opposition letters upon request;
  - c) Meet and communicate with legislative staff and elected officials as needed to advocate for TAMC legislative positions based on strategy jointly developed and agreed upon by TAMC;
  - d) Carry legislation as needed to support TAMC goals, limited to one bill per year;
  - e) Meet and communicate with the administration of the State of California in order to advocate for TAMC interests relating to regulatory or executive actions of the California Public Utilities Commission, the California Transportation Commission, the Office of the Governor, the California State Transportation Agency, and the Department of Transportation (Caltrans);
  - f) As appropriate, work with other agencies, interest groups and associations to develop a coalition of interests in support of TAMC positions;
  - g) Provide all technical, political and logistic support necessary for TAMC to appear or testify in legislative, regulatory or executive settings when desired by TAMC;
  - h) Assist with TAMC funding requests before the California Transportation Commission and Caltrans and introduce lead TAMC staff to new commissioners or Administration staff;
  - i) Assist TAMC in gathering information and analyzing political situations in connection with developing and implementing TAMC legislative goals; and
  - j) Provide periodic oral and written status reports to the TAMC Executive Committee on legislative, regulatory, executive and other political issues of interest to TAMC.
2. Consultant written deliverables under this agreement shall be as follows:
  - a) Revised draft annual TAMC Legislative Program
  - b) Legislative Bill Matrix with periodic revisions
  - c) Support or opposition letters, upon request
  - d) Talking points for legislative testimony
  - e) Monthly progress reports
3. The Consultant Project Manager shall be Gus F. Khouri

## **EXHIBIT B-2: BUDGET**

### **Payment for monthly services**

TAMC shall pay Consultant Four Thousand Dollars (\$4,000) at the end of each month beginning November 1, 2019, for the performance of all things necessary for, or incidental to, the performance of work as set forth in the Scope of Work, including any expenses or other costs, subject to receipt of a monthly invoice and progress report.

Consultant's compensation under this Exhibit B-2 is based on the performance of approximately sixteen (16) hours of work each month for TAMC.