

**AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT
COUNTY OF MONTEREY & D&S COMMUNICATIONS INC.**

THIS AMENDMENT is made to the AGREEMENT for yearly maintenance service, technical support and system upgrades of the County's Mitel phone system by and between **D&S COMMUNICATIONS 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 wish to amend the AGREEMENT to add additional services, to increase the total amount of the AGREEMENT due to the addition of services, and to change the end date of the Agreement term,

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

1. Section 2., "PAYMENTS BY THE COUNTY" shall be amended by removing, "*The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$912,701.54.*" and replacing it with "*The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed **\$986,074.98***"
2. Section 3, "Term of Agreement," shall be amended by removing "*The term of this Agreement is from May 1, 2015 to December 28, 2018.*" and replacing it with "*The term of this Agreement is from May 1, 2015 to December 31, 2018.*"
3. EXHIBIT A – Scope of Services shall be amended by adding additional services, including CallXpress voice mail system, Telchemy monitoring and InGate session border controller, as per EXHIBIT A-1, EXHIBIT B-1, and EXHIBIT C-1, attached hereto.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 1 and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of this AMENDMENT No. 1 shall be attached to the original AGREEMENT executed by the County on May 14, 2015.

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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.