

**AMENDMENT NO 2 TO PROFESSIONAL SERVICES AGREEMENT
COUNTY OF MONTEREY and D & S COMMUNICATIONS INC.**

THIS AMENDMENT to AGREEMENT #A-10267 is made and entered into by and between the **County of Monterey**, a political subdivision of the State of California, hereinafter referred to as "County" AND **D & S Communications, Inc**, hereinafter referred to as CONTRACTOR.

WHEREAS, the COUNTY invited proposals through Request for Proposals (RFP #10267) on November 17, 2010 for the provision of maintenance services and technical support for the Mitel phone system and,

WHEREAS, on December 21, 2010, the CONTRACTOR submitted a proposal in response to RFP #10267;

WHEREAS, on or about June 7, 2011 the COUNTY and CONTRACTOR entered into a contract for the services specified in RFP #10267;

WHEREAS, on or about April 16, 2013, the COUNTY and CONTRACTOR amended the contract to extend the contract term to April 30, 2015 and to increase the contract amount to \$501,775.91 to provide for additional maintenance and technical support services;

WHEREAS, COUNTY and CONTRACTOR wish to Amend Agreement #A-10267 to add **Main Phone System Software Assurance** and increase the total amount of the AGREEMENT to compensate for software upgrades and patches to the Main County telephone system, during the remaining term of the AGREEMENT.

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

1. Section 4.2.2 shall be amended to read the total AGREEMENT liability to the County shall not exceed ~~\$501,756.91~~ \$579,241.77 over the term of the AGREEMENT
2. EXHIBIT B-1, "Pricing Sheet" shall be removed
3. Exhibit B-2, "Pricing Sheet" shall be added to the AGREEMENT.
4. A copy of this AMENDMENT No. 2 shall be attached to the original AGREEMENT #A-10267, dated June 7, 2011.

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:

Printed Name and Title

Approved as to Liability Provisions:

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.

NOTE TO COUNTY STAFF: The revised Exhibit A1 needs to also be attached using the same footer and page numbering as in this Amendment