

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN NTT AMERICA SOLUTIONS, INC. (FORMERLY DIMENSION DATA NORTH
AMERICA, INC.) AND
COUNTY OF MONTEREY, THROUGH ITS INFORMATION TECHNOLOGY
DEPARTMENT
FOR
UPGRADE OF THE COUNTY NETWORK INFRASTRUCTURE**

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on March 29, 2017 is entered into by and between the County of Monterey, on behalf of its Information Technology Department (hereinafter "COUNTY"), and NTT America Solutions, Inc. (formerly Dimension Data North America, Inc.) (hereinafter "CONTRACTOR"); (collectively, the County and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for CONTRACTOR to provide comprehensive upgrade services of the County Enterprise Network Infrastructure services with a term March 29, 2017 through June 30, 2019 and a total Agreement amount not to exceed \$930,735.91;

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via amendment no. 1, exercising the prior Board of Supervisors approval, to extend the term of the Agreement for an additional one (1) year period, for a revised term of March 29, 2017 through June 30, 2020, with no increase to the agreement amount and no change to the scope of services; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via amendment no. 2, adding an additional \$50,000 for a revised agreement total of \$980,735.91, and extending the agreement term for two (2) years for a revised agreement term of March 29, 2017 through June 30, 2022, with no change to the scope of services.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby amended on the terms and conditions as set forth in the Agreement, except as specifically set forth below.

1. Paragraph titled, "PAYMENT PROVISIONS", shall be amended to the following:
"County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$980,735.91."
2. Paragraph titled "TERM OF AGREEMENT", shall be amended to the following:
"The term of this Agreement is from March 29, 2017 through June 30, 2022, unless sooner terminated pursuant to the terms of this Agreement."
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect.
4. A copy of this Amendment No. 2 shall be attached to the Original Agreement.
5. This Amendment No. 2 shall be effective upon execution by both parties.

~ Signature page to follow ~

Amendment No. 2 to Agreement
With NTT America Solutions, Inc.
Term: March 29, 2017 – July 30, 2022
Not to Exceed: \$980,735.91

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

COUNTY OF MONTEREY

By: _____
Director of Information Technology

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

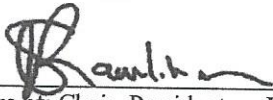
By: _____
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

NTT America Solutions, Inc.

CONTRACTOR's Business Name
See instructions below


By: 

(Signature of: Chair, President, or Vice-President)

Executive Vice President, Finance

Name and Title

Date: 5/1/2020

By: 

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

Jason Green-Area Vice President

Name and Title

Date: 5/8/2020

*****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 (two signatures required).

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 (two signatures required).

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 (one signature required).