

**AMENDMENT #3**  
**To Agreement By and Between**  
**County of Monterey & Monterey Bay Office Products, INC.**

**THIS AMENDMENT No. 3** is made to the AGREEMENT for the provision of lease, maintenance, repair, and supplies of networked multi-function copier/printers by and between **Monterey Bay Office Products, INC., dba Monterey Bay Systems (MBS)**, 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 the AGREEMENT with a term from August 1, 2015 to July 31, 2018, with an amount not to exceed \$50,000;

**WHEREAS**, the parties entered into an AMENDMENT No. 1 to AGREEMENT, exchanging a copier, extending the term of the agreement June 30, 2021, and adding \$50,000, from \$50,000 to \$100,000;

**WHEREAS**, the parties entered into a RENEWAL & AMENDMENT No. 2 To the AGREEMENT, extending the term to June 30, 2022;

**WHEREAS**, the parties wish to amend the AGREEMENT 3 for the purpose of continuing services and payment for services by adding \$5,000.00 from \$100,000 to \$105,000.

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

1. Section 2.0, “PAYMENT PROVISIONS” shall be amended by removing “*The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$100,000.*” and replacing it with “*The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed \$105,000.00.*”
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 3 and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of the AMENDMENT No. 3 shall be attached to the original AGREEMENT executed by the County on August 3, 2015.

*This space left blank intentionally*

**IN WITNESS WHEREOF**, the parties have executed this RENEWAL AND AMENDMENT No. 3 on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

\_\_\_\_\_  
Contracts/Purchasing Officer


By:   
\_\_\_\_\_  
Signature of Chair, President, or  
Vice-President


Dated: \_\_\_\_\_

Kellie Murphy, President  
\_\_\_\_\_  
Printed Name and Title

*Approved as to Fiscal Provisions:*

Dated: 6.3.2022  
\_\_\_\_\_

DocuSigned by:  
  
\_\_\_\_\_  
Deputy Auditor/Controller

By:   
\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Dated: 6/6/2022 | 3:59 PM PDT  
\_\_\_\_\_

*Approved as to Liability Provisions:*

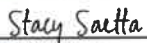
David Parara, COO  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Risk Management

Dated: 6.3.2022  
\_\_\_\_\_

Dated: \_\_\_\_\_

*Approved as to Form:*

DocuSigned by:  
  
\_\_\_\_\_  
Deputy County Counsel

Dated: 6/6/2022 | 3:48 PM PDT  
\_\_\_\_\_

**\*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.