

**AMENDMENT NO. 2  
TO SERVICES AGREEMENT  
BETWEEN D & S COMMUNICATIONS, INC. AND  
COUNTY OF MONTEREY, THROUGH ITS INFORMATION TECHNOLOGY  
DEPARTMENT  
FOR  
MITEL TELEPHONE SYSTEM MAINTENANCE SERVICES, TECHNICAL SUPPORT, AND  
SYSTEM UPGRADES**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on April 28, 2015 is entered into by and between the County of Monterey, on behalf of its Information Technology Department, (hereinafter “County”) and D & S Communications, 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 annual maintenance services, technical support and system upgrades of the Mitel telephone system with a term May 1, 2015 through December 28, 2018 and a total Agreement amount not to exceed \$912,701.54;

**WHEREAS**, COUNTY and CONTRACTOR amended the agreement on August 23, 2016 adding CallXpress voice mail system, Telchemy monitoring and InGate session border controller to the scope of services, extending the term end date to December 31, 2018, and adding an additional \$73,373.44 for an agreement total not to exceed of \$986,074.98; and

**WHEREAS**, COUNTY and CONTRACTOR currently wish to amend the Agreement, with prior Board of Supervisors approval, to extend it for an additional two (2) year period for a revised agreement term of May 1, 2015 through December 31, 2020 and adding an additional \$529,556.11 for an agreement total not to exceed of \$1,515,631.09.

**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 “PAYMENTS 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 limitations set forth in this Agreement. The total amount pay\$1,515,631.09”***
2. Paragraph titled “TERM OF AGREEMENT”, first sentence shall be amended to the following:  
***“The term of this Agreement is from May 1, 2015 through December 31, 2020 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 ~

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: *Eric A. Chatham*  
Monterey County Director of Information  
Technology

Date: 11/21/17

**APPROVED AS TO LEGAL PROVISIONS**

By: *Rebecca M. Puccio*  
Monterey County Deputy County Counsel

Date: Nov 15, 2017

**APPROVED AS TO FISCAL PROVISIONS**

By: *[Signature]*  
Monterey County Deputy Auditor/Controller

Date: 11-15-17

**CONTRACTOR**

D & S COMMUNICATIONS, INC.

**CONTRACTOR's Business Name**

\*\*\*See instructions below\*\*\*

By: *[Signature]*  
(Signature of: Chair, President, or Vice-President)

**Jason Kubasak, President**

Name and Title

Date: 11/13/17

By: *[Signature]*  
(Signature of: Secretary, Asst. Secretary, CFO,  
Treasurer, or Asst. Treasurer)

**Michael Bryniarski, Secretary**

Name and Title

Date: Nov 13, 2017

**\*\*\*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).

