

**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.

*This space left blank intentionally*

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

*Eric A. Chatham*  
~~Contracts/Purchasing Officer~~  
Department Head

Dated: 9-2-2016

Approved as to Fiscal Provisions:

*[Signature]*  
Deputy Auditor/Controller

Dated: 8-31-16

Approved as to Liability Provisions:

Risk Management

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

Approved as to Form:

*Rebecca M. Emerson*  
Deputy County Counsel

Dated: August 30, 2016

CONTRACTOR

By: *Michael S. Bryniarski*  
Signature of Chair, President, or  
Vice-President

Michael S Bryniarski, Vice President  
Printed Name and Title

Dated: AUG 19, 2016

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

Scott A. Gardner, Treasurer  
Printed Name and Title

Dated: Aug 12, 2016

\*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**

**EXHIBIT A-1**  
**SCOPE OF SERVICES/PAYMENT PROVISIONS**

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**I. Service Delivery Site**

The service delivery site will be 1590 Moffett St, Salinas, Ca 93905.

**II Scope of Services**

**A) Provide "D & S Technical Assistance Service Plan" to support the County of Monterey ("County")'s MD-110 Telephone System and CallXpress Voice Mail System. "D & S Technical Assistance Service Plan" includes:**

- 1) Support from single service provider:
  - a) One dedicated Toll Free 800#, or support via D & S website as part of the D&S Solutions Center to be used at the County's discretion for all service requested by Monterey County Information Technology Department (ITD).
  - b) Replace all defective MD-110 boards listed in Exhibit C Parts List at no cost to the County. Replacement of other defective parts at 80% of D & S's then current list price, on an as-needed basis, need to be determined by County.
  - c) Remote Diagnostics
  - d) Isolation of the source of problem(s)
  - e) Dispatching technician to the County site, as needed, need to be determined by the County.
  - f) Telephone support
  - g) Installation of manufacturer's Corrective Software Updates
  - h) Support on a 24 Hour by 7 Day basis from D & S Solution Center
  - i) Installation of remote Software Moves, Add-ons, and Changes, billable at the rates set forth in Section IV below.
- 2) Defined Service Response Time:
  - a) Coverage Hours: 7am -7pm, Monday through Friday, with County holidays excluded. Service outside Coverage Hours shall be provided based on the time of service, at rates set forth in Section IV below.
  - b) On -Site or Remote Response within three (3) hours of initial call from County, for major failures, provided at hourly rates set forth in Section IV below.
  - c) On-Site or Remote Response within twenty-four (24) hours of initial call from County, for minor failures, provided at hourly rates set forth in Section IV below.

shipment of a replacement board to County at no charge. The MD-110 boards provided to County will be in good working condition and may be new or refurbished. County will ship MD-110 boards that fail to D & S where they will be repaired and become the property of D & S.

- i) D & S will set aside and hold in reserve critical MD-110 boards for County at D & S facilities

- ii) The Hardware Assurance Program does not cover non-MD-110 trunk equipment such as peripheral equipment (PC's, servers, headsets, etc.) The Hardware Assurance Program also does not apply to extension or trunk equipment, telephones, batteries, firmware, or software, or consumables such as batteries or fuses.

- d) The equipment covered by the Hardware Assurance Program is listed in Exhibit C attached.

- e) Aastra/Mitel Software Assurance & Escalation

- i) Aastra/Mitel will provide software upgrades to the County as required in order to keep software components under full manufacturer's support.

- ii) D & S will engage Aastra/Mitel as needed to escalate technical support issues related to bug-fix of purchased software products.

- f) AVST XpressCare

- i) AVST will provide software upgrades to the County as required in order to keep software components under full manufacturer's support.

- ii) D & S will engage AVST as needed to escalate technical support issues related to bug-fix of purchased software products.

**B) D & S Responsibilities:**

- 1) D & S shall replace all products listed in Exhibit C, attached as described in the Hardware Assurance Plan in "Scope of Services" (section A,3,c).

- 2) D & S shall perform and respond to all calls for Corrective Maintenance placed during coverage hours noted in section A)2)a) above.

- 3) Should Manufacturer discontinue products or services that affect D & S's ability to perform this agreement, D & S shall meet with the County to discuss alternative solutions and pricing.

- 4) When required, D & S may change maintenance level passwords in accordance with the County of Monterey Information Technology Security Policy. These passwords are for the use of service personnel. D & S may provide the password to the manufacturer of the Product for escalated technical support from the manufacturer. D & S will create a system administration password for the County's use to perform agreed-upon tasks, using the database configuration outlined in D &

- c) The County acknowledges that the Products serviced here under are vulnerable to network interference or to fraudulent or unauthorized calls or access, and any such charges shall be the responsibility of the County.

D) Relocation of Products

Upon ninety (90) days prior written notice, the County may, at the County's expense, relocate and reinstall the Products within the boundaries of the County of Monterey and this agreement will remain in effect.

### **III. Term of the Agreement**

The term of this Agreement shall be from May 1, 2015 to December 31, 2018.

### **IV Schedule of Rates**

A) Billable Service / Exclusion from Service:

- 1) In addition to Charges noted in Section B below, the County will be billed at current Time and Materials Rates for services performed by D & S due to any of the below circumstances:
  - a) The County's failure to follow D & S and/or the manufacturer's maintenance or operation instructions for the Product;
  - b) Theft, strikes, riots, vandalism, acts of war, lightening, water, fire, and other perils;
  - c) Work performed by persons other than D & S personnel or without D & S's supervision;
  - d) Shock, corrosive atmosphere, electrical damage, air conditioning or humidity control failure;
  - e) Services calls necessitated by products not serviced by D & S;
  - f) Normal wear and tear of disposable items such as headsets, magnetic tapes, wet cell batteries, and operating media;
  - g) Service requested outside of coverage hours (M-F, 8 am – 5pm)
  - h) Time required to identify or isolate a problem due to a patch, alteration, or repair made by the County without D & S's prior written consent
  - i) Any cause other than the County's ordinary and proper use of the Products which could result in the need to restore system software.
- 2) D & S reserves the right, at the County's expense and at D & S's current Time and Material rates noted in Section B, to inspect any

- B. Travel reimbursement shall be in accordance with and shall not exceed the IRS allowances per County of Monterey Travel Policy. A copy of the County's Travel Policy is available on the Auditor-Controller's web site at:  
<http://www.co.monterey.ca.us/auditor/policy.htm>.
- C. D & S shall submit invoices and be compensated in accordance with the Provisions of 6.0 of the County of Monterey Standard Agreement
- D. D&S will invoice the County 45 days prior to the expiration of manufacture software agreement to allow time to process this payment to avoid lapse in services agreement
- E. Invoices shall be submitted no more than once per month and shall be mailed to

Monterey County Information Technology  
1590 Moffett Street  
Salinas, Ca 93905  
Attn: Accounts Payable

If for any reason this Agreement is cancelled, County's maximum liability shall be the total utilization to the date of cancellation, not to exceed the maximum contract amount listed above.

| Exhibit B-1 Pricing Table                                       |                                 |                                 |                                 |
|-----------------------------------------------------------------|---------------------------------|---------------------------------|---------------------------------|
| D&S Technical Support - Recurring                               |                                 |                                 |                                 |
| Main Site                                                       | May 1, 2015 -<br>Apr 30, 2016   | May 1, 2016 -<br>Apr 30, 2017   | May 1, 2017 -<br>Apr 30, 2018   |
| Technical Assurance Support Program (TASP)<br>(MX-ONE, Solidus) | \$ 54,756.99                    | \$ 56,125.92                    | \$ 57,529.06                    |
| Hardware Assurance Program (HAP)                                | \$ 20,331.25                    | \$ 21,856.09                    | \$ 22,402.50                    |
| Service Pack Program (SPP) MX-ONE                               | \$ 10,820.25                    | \$ 11,090.76                    | \$ 11,368.03                    |
| SPP Solidus                                                     | \$ 5,410.13                     | \$ 5,545.38                     | \$ 5,684.01                     |
| SPP Lab                                                         | \$ 1,571.33                     | \$ 1,610.61                     | \$ 1,650.87                     |
|                                                                 |                                 |                                 |                                 |
| 911 Center                                                      |                                 |                                 |                                 |
| Technical Support Program (TASP)                                | \$ 1,345.31                     | \$ 1,446.21                     | \$ 1,482.37                     |
| SPP (minor release)                                             | \$ 920.00                       | \$ 920.00                       | \$ 943.00                       |
| CallXpress Voice Mail                                           |                                 |                                 |                                 |
| Technical Support Program (TASP)                                |                                 | \$ 9,216.00                     | \$ 9,446.40                     |
| SPP (minor release)                                             |                                 | \$ 4,225.00                     | \$ 4,330.00                     |
| Subtotal support                                                | \$ 95,155.26                    | \$ 112,035.97                   | \$ 114,836.24                   |
|                                                                 |                                 |                                 |                                 |
| Manufacture Software Assurance & Escalation - Recurring         |                                 |                                 |                                 |
| Main Site                                                       | Oct 26, 2014 -<br>Oct 25, 2015  | Oct 26, 2015 -<br>Oct 25, 2016  | Oct 26, 2016 -<br>Oct 25, 2017  |
| Main Phone System - TSE (Mitel)                                 | \$ 77,484.86                    | \$ 77,484.86                    | \$ 77,484.86                    |
|                                                                 |                                 |                                 |                                 |
| Main Site                                                       | Dec 29, 2015 -<br>Dec 28, 2016  | Dec 29, 2016 -<br>Dec 28, 2017  | Dec 29, 2017 -<br>Dec 28, 2018  |
| Lab - TSE (Mitel)                                               | \$ 1,145.63                     | \$ 1,342.31                     | \$ 1,342.31                     |
|                                                                 |                                 |                                 |                                 |
| Main Site                                                       | June 1, 2015 -<br>May 31, 2016  | June 1, 2016 -<br>May 31, 2017  | June 1, 2017 -<br>May 31, 2018  |
| Main Phone System - Solidus (Mitel)                             | \$ 50,000.00                    | \$ 50,000.00                    | \$ 50,000.00                    |
|                                                                 |                                 |                                 |                                 |
| 911 Center                                                      | Dec 15, 2015 -<br>Dec, 14, 2016 | Dec 15, 2016 -<br>Dec, 14, 2017 | Dec 15, 2017 -<br>Dec, 14, 2018 |
| 911 -TSE (Mitel)                                                | \$ 2,000.00                     | \$ 2,000.00                     | \$ 2,000.00                     |
|                                                                 |                                 |                                 |                                 |
| Main Site                                                       |                                 | June 21, 2016-<br>June 20 2017  | June 21, 2017-<br>June 20 2018  |
| CallXpress Voice Mail (AVST)                                    |                                 | \$ 16,833.99                    | \$ 18,180.71                    |
|                                                                 |                                 |                                 |                                 |
| Main Site                                                       |                                 | Jan 1, 2017 -<br>Dec 31, 2017   | Jan 1, 2018 -<br>Dec 31, 2018   |
| Telchemy (Mitel)                                                |                                 | \$ 5,247.98                     | \$ 5,500.00                     |
|                                                                 |                                 |                                 |                                 |
| TOTAL Manufacture Software Support                              | \$ 130,630.49                   | \$ 152,909.14                   | \$ 154,507.88                   |
|                                                                 |                                 |                                 |                                 |
| Subtotal Yearly Recurring Costs                                 | \$ 225,785.75                   | \$ 264,945.11                   | \$ 269,344.12                   |

## EXHIBIT C-1 - EXISTING INSTALLED AND STOCK PARTS

| Board Type                     | Part Number    |
|--------------------------------|----------------|
| TMU                            | ROF1375335/2   |
| ELU28                          | ROF135334/3    |
| ELU29                          | ROF1375339/14  |
| TLU77/1                        | ROF1375387/1   |
| LPU5                           | ROF1314602/3   |
| ALU2                           | ROF1375373/1   |
| BTU1                           | ROFU1310007/2  |
| ELU30                          | ROF1375409/2   |
| ELU24                          | ROFU1310021/1  |
| TLU41                          | ROF1375381/1   |
| ELU32                          | ROF1375428/1   |
| HDU5                           | ROF1375395/1   |
| TLU82                          | ROF1375418/2   |
| TLU80                          | ROF13754064    |
| TLU77/3                        | ROF135387/3    |
| TLU76/3                        | ROF1375338/3   |
| TLU76/2                        | ROF1375338/2   |
| IPLU                           | ROF1375067/1   |
| ELU31                          | ROF1375412/1   |
| ESU                            | 1376301/1      |
| LSU-E                          | ROF1376302/1   |
| ASU-E                          | SXK1061040/07  |
| ASU-II                         | ROF1376307/4   |
| MGU (new)                      | ROF1376304/4   |
| MGU                            | ROF1376304/2   |
| DSU                            | ROF1314414/14  |
| DC/DC POWER                    | ROF1376303/1   |
| TLU83                          | ROF1376305/1   |
| WD HD                          | SNWXB1A5395605 |
| ELU33                          | ROF1375062/1   |
| ELU34                          | ROF1375064/1   |
| MX FAN UNIT                    | BFD50908/4     |
| MX 1U Magazine<br>LBP25 w/PSU  | 87L00032BAA-A  |
| MX BOARD DC/DC                 | ROF1376303/1   |
| MX POW58 AC/DC<br>48V/16A/800W | BML351058/1    |
|                                |                |
|                                |                |
|                                |                |
|                                |                |