

**AMENDMENT NO. 4
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. 4 to the Services Agreement (“Agreement”) 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 via amendment no. 1 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;

WHEREAS, COUNTY and CONTRACTOR amended the Agreement, via amendment no. 2, 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; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement, via amendment no. 3 adding an additional \$34,786.59 for Ingate SIParator support and additional travel and professional service expenses, for an agreement total not to exceed of \$1,550,417.68, with no change to the agreement term.

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement, via amendment no. 4, to extend the term for one additional year for a revised term of May 1, 2015 through December 31, 2021 and adding an additional \$257,708.81 for a revised agreement total of \$1,808,126.49.

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

1. Paragraph 2.0, 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 the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$1,808,126.49.”
2. Exhibit B shall be updated to reflect the cost of this amendment no. 4.
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect.
4. A copy of this Amendment No. 4 shall be attached to the Original Agreement.
5. This Amendment No. 4 shall be effective upon execution by both parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 4 on the basis set forth in this document and have executed this Amendment No. 4 on the day and year set forth herein.

COUNTY OF MONTEREY

By: _____
Monterey County 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

D & S COMMUNICATIONS, INC.
CONTRACTOR's Business Name
See instructions below

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

Jason Kubasak, President
Name and Title

Date: April 16, 2020

By: Michael S Bryniarski
(Signature of: Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Michael S Bryniarski, Secretary
Name and Title

Date: April 16, 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).

Exhibit B

D and S Communications - Amendment No. 4

D&S Services - Recurring		
Main Site 5/1/20-4/30/21	Technical Assurance Support Program (TASP) (MX-ONE, Solidus)	\$ 61,952.51
	Hardware Assurance Program (HAP)	not quoted
	Service Pack Program (SPP) MX-ONE	\$ 12,242.12
	Service Pack Program (SPP) Solidus	\$ 6,121.06
	Service Pack Program (SPP) Lab MX-ONE	\$ 1,777.81
911 Center 5/1/20-10/31/20	Technical Support Program (TASP)	\$ 798.18
	Service Pack Program (SPP minor release)	not quoted
CallXpress Voice Mail	Technical Support Program (TASP)	\$ 10,172.74
	SPP (minor release)	\$ 4,663.61
Support Subtotal:		\$ 97,728.03
Manufacture Software Assurance & Escalation - Recurring		
Main Site 5/1/20-4/30/21	Main Phone System - TSE	\$ 76,140.72
Main Site 1/1/21-12/31/21	Lab - TSE	\$ 817.92
Main Site 6/27/20-6/26/21	Main Phone System - Solidus	\$ 39,548.16
911 Center 12/21/20-12/20/21	Main Phone System - Solidus	not quoted
Main Site 6/21/20-6/20/21	CallXpress Voice Mail (AVST)	\$ 20,647.98
Main Site 1/1/21-12/31/21	Telchemy (Mitel)	not quoted
2/19/20-2/18/21	MiCollab / MBG	\$ 326.00
Main Site 5/23/20-5/22/21	Ingate SIParator, SBC manufacture support (serial IG-428-506-3015-0)	\$ 5,000.00
Main Site 4/30/20-5/22/21	Ingate SIParator, SBC manufacture support (serial IG-428-506-3015-0)	\$ 2,500.00
TOTAL Manufacture Software Support:		\$ 144,980.78
Subtotal:		\$ 242,708.81
	Travel	\$ 5,000.00
	Professional Services*	\$ 10,000.00
	Additional Software Assurance/Escalations	\$ -
	Add'l Costs	\$ 15,000.00
TOTAL ADD'L:		\$ 257,708.81