

**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.

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

MONTEREY COUNTY

Eric A. Clatham
~~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. Ducew
Deputy County Counsel

Dated: August 30, 2016

CONTRACTOR

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

Michael S Bryniarski, Vice President

Printed Name and Title

Dated: Aug 12, 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

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.

- d) Internal escalation procedures that provide County, through the D & S Solution Center, with direct access to manufacturer technical support

3) Services Included:

- a) The following Services are included as a part of this agreement, see Exhibit B for pricing:
 - i) Technical Assistance Service Plan (TASP)
 - ii) Hardware Assurance Plan (HAP)
 - iii) Service Pack Program (SPP)
 - iv) Aastra/Mitel Standard Software Assurance & Escalation for the following systems:
 - A) Main Phone System – TSE (Mitel)
 - B) Main Phone System – Solidus (Mitel)
 - C) 911 – TSE (Mitel)
 - D) Telchemy (Mitel)
 - E) InGate SIParator (Mitel)
 - v) Aastra/Mitel “Premium” Software Assurance & Escalation for Lab – TSE (Mitel)
 - vi) AVST XpressCare for CallXpress Voice Mail System

b) Service Pack Program

- i) Includes two (2) on-site visits per fiscal year to update the MD 110 and CallXpress Voice Mail system to the latest Service Pack, including hot fixes and corrections.

- A The County shall provide D & S with one-week notice to schedule a SPP visit.
- B D & S shall complete all service packs for all products during each visit.
- C Unused visits cannot be used in future years.

- ii) Additional visits required to update service packs shall be provided at a cost of:

- A \$4,800 for MD-110 system
- B \$1,000 for Solidus system

- iii) Includes On-site and remote labor

c) Hardware Assurance Program

If any MD-110 board listed in Exhibit C Parts List fails in the course of normal usage and normal circumstances, D & S will expedite

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 &

S's security policy. Except as noted herein, the County and D & S agree not to disclose these passwords without obtaining the prior written consent of the other party.

- 5) D & S shall provide 30 days' notice to the County of any additional charges proposed in advance of charges being incurred. Failure by D & S to provide prior notice relieves the County of responsibility for such charges.

C) County Responsibilities:

- 1) The County shall designate one individual and one alternate to be responsible for coordinating and reporting service calls to D & S, and for assisting D & S in identifying and isolating problems as reasonably requested from D & S.
- 2) The County agrees to permit or arrange for access to the necessary Premises for D & S service personnel and to provide remote access to County's MD-110 Telephone System and its components ("the Products") for service purposes.
- 3) The County agrees to provide space at or near the Products for storage of miscellaneous pieces, parts, and drawings, as reasonably required by D & S at the County's expense.
- 4) For Convergence and Data Products, the County will be responsible, if requested, to provide an up-to-date directory listing for all telephones, indicating extension number, name of employee, functional title, and location.
- 5) For *CTI/HDN* Products, the County shall provide a D & S-approved power conditioner to support the contracted network server and other critical components. The County shall be responsible for maintaining back up media, systems, and procedures sufficient to meet the County's internal restoration time requirements.
6. Environmental Conditions:
 - a) The County shall provide and maintain the Premises in compliance with all applicable laws and regulations and according to the environmental specifications established by D & S and / or the manufacturer of the Mitel telephone system. If either party becomes aware of asbestos, hazardous materials, or concealed conditions on the County's premises, that party shall notify the other party promptly, and it shall be the County's responsibility to correct all such conditions.
 - b) D & S reserves the right to cease performing services, after notice to County, if in its reasonable judgment, its ability to perform such services properly and safely is unduly hampered by the County's acts or omissions, or workplace conditions on the premises.

- 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

product that has not been serviced by them immediately prior to the Effective Date of this Agreement and to require that any non-conforming product meet D & S or the original manufacturer's specifications. D & S shall notify the County within 30 days of the effective date of this agreement of any product which may be affected by this clause.

- 3) Labor and materials for moves, added services and changes are not included in the Technical Services Plan and may be billed at Time and Materials rates noted in Section 6 below.
- 4) This agreement does not guarantee the replacement of batteries after the warranty period. D & S's liability for battery back-up systems is limited to battery testing, which is part of normal preventative maintenance routines.
- 5) This agreement does not cover headsets.
- 6) Any services provided under a time and materials basis will be billed at the following rates:
 - a) Monday -Friday 8am -5pm Pacific (Principal Period):
\$120.00 per hour
 - b) Monday -Saturday outside of Principal Period:
\$180.00 per hour
 - c) Sundays and County Holidays:
\$240.00 per hour
 - d) Minimum billing time for remote services shall be one half hour. Additional time for remote services, after initial one hour, shall be billed in one hour increments
 - e) Minimum billing time for on-site services shall be four hours. Additional time for on-site services, after four hours, shall be billed in one hour increments.
 - f) D & S shall offer pricing that is 20% below manufacture's list price for Aastra/Mitel products.

V. Payment Provisions

- A. For the services described in this Agreement within the term specified above, the maximum obligation of the County will be \$986,074.98. The payment conditions as specified in Section 6 of the body of this agreement shall apply.

- 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 - Apr 30, 2016	May 1, 2016 - Apr 30, 2017	May 1, 2017 - Apr 30, 2018
Technical Assurance Support Program (TASP) (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 - Oct 25, 2015	Oct 26, 2015 - Oct 25, 2016	Oct 26, 2016 - Oct 25, 2017
Main Phone System - TSE (Mitel)	\$ 77,484.86	\$ 77,484.86	\$ 77,484.86
Main Site	Dec 29, 2015 - Dec 28, 2016	Dec 29, 2016 - Dec 28, 2017	Dec 29, 2017 - Dec 28, 2018
Lab - TSE (Mitel)	\$ 1,145.63	\$ 1,342.31	\$ 1,342.31
Main Site	June 1, 2015 - May 31, 2016	June 1, 2016 - May 31, 2017	June 1, 2017 - May 31, 2018
Main Phone System - Solidus (Mitel)	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
911 Center	Dec 15, 2015 - Dec, 14, 2016	Dec 15, 2016 - Dec, 14, 2017	Dec 15, 2017 - Dec, 14, 2018
911 -TSE (Mitel)	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Main Site		June 21, 2016- June 20 2017	June 21, 2017- June 20 2018
CallXpress Voice Mail (AVST)		\$ 16,833.99	\$ 18,180.71
Main Site		Jan 1, 2017 - Dec 31, 2017	Jan 1, 2018 - 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

Additional Costs as Approved by County		October 26, 2014 - December 31, 2018	
Travel	\$		26,000.00
Professional Services*	\$		100,000.00
Additional Software Assurance/Escalations	\$		100,000.00
Total Agreement Amount			\$ 986,074.98

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 LBP25 w/PSU	87L00032BAA-A
MX BOARD DC/DC	ROF1376303/1
MX POW58 AC/DC 48V/16A/800W	BML351058/1