

**AMENDMENT NO. 3
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. 3 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 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;

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 currently wish to amend the Agreement, 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.

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 \$1,550,417.68."
2. Exhibit A, the Scope of Work to the Agreement, shall be amended to provide that the additional amount of \$34,786.59 shall be allocated to \$4,786.59 for Ingate SIParator maintenance and support and \$30,000 for additional travel and professional service expenses.
3. 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.
4. A copy of this Amendment No. 3 shall be attached to the Original Agreement.
5. This Amendment No. 3 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. 3 on the basis set forth in this document and have executed this Amendment No. 3 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: 11/20/18

By: _____
(Signature of: Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Michael Bryniarski, Secretary

Name and Title

Date: 11-20-18

*****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).

