

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802

SECOND AMENDMENT TO CONTRACT NO. 35630

35630

THIS SECOND AMENDMENT TO CONTRACT NO. 35630 is made and entered, in duplicate, as of May 9, 2022 for reference purposes only, pursuant to Resolution No. RES-19-0168, adopted by the City Council of the City of Long Beach at its meeting on November 5, 2019, by and between TELESOFT, LLC DBA MDSL, a Delaware limited liability company ("Contractor"), with a place of business at 5343 N. 16th Street, Suite 300, Phoenix, Arizona 85016, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, City and Contractor (the "Parties") entered into Contract No. 35630 (the "Contract") whereby Contractor agreed to provide subscription, maintenance and support, as well as a one-time upgrade, of the City's desk phone and mobile device inventory and billing management system; and

WHEREAS, the Parties entered into a First Amendment to the Contract to add the annual authorized amount plus a five percent increase for a total not to exceed amount of \$62,042.55 and extend the term to May 17, 2022; and

WHEREAS, the Parties desire to add the annual authorized amount with a five percent increase and the \$3,000 contingency amount for a total not to exceed amount of \$64,995 and extend the term one (1) additional one-year period;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the Parties agree as follows:

1. Section 2 of the Contract is hereby amended to read as follows:

2. City shall pay Contractor in due course of payments, following receipt of an invoice from Contractor and upon acceptance from City, the prices shown in Exhibit "B". For the term ending May 17, 2021, an annual amount of Fifty-Six Thousand Two Hundred Thirty-One Dollars (\$56,231) with an annual contingency of Three Thousand Dollars (\$3,000) for additional services, for a total annual amount not to exceed Fifty-Nine Thousand Two Hundred Thirty-One Dollars (\$59,231). For the term ending May 17, 2022, Fifty-Six Thousand Two Hundred Thirty-One Dollars (\$56,231) with a contingency of Three

1 Thousand Dollars (\$3,000) for additional services, and a five percent (5%) increase of Two
2 Thousand Eight Hundred Eleven Dollars and Fifty-Five Cents (\$2,811.55) for a total annual
3 amount not to exceed Sixty-Two Thousand Forty-Two Dollars and Fifty-Five Cents
4 (\$62,042.55). For the term ending May 17, 2023, Sixty One Thousand Nine Hundred
5 Ninety-Five Dollars (\$61,995) with a contingency amount of Three Thousand Dollars
6 (\$3,000) for a total amount not to exceed Sixty-Four Thousand Nine Hundred Ninety-Five
7 Dollars (\$64,995). The Parties have the option to renew the Contract for one (1) additional
8 one-year period, with an annual increase of up to five percent (5%), at the discretion of the
9 City Manager. During the initial term of the Contract, there will be a one-time upgrade to
10 the System in the amount of Fifteen Thousand Dollars (\$15,000).”

11 2. Section 3 of the Contract is hereby amended to read as follows:

12 “3. The term of this Contract in relation to maintenance shall commence
13 on May 18, 2019, and shall terminate at midnight on May 17, 2023 unless terminated
14 sooner as provided herein. The term of this Contract in relation to licensing shall
15 commence on November 15, 2019, and shall terminate at midnight on November 14, 2023
16 unless sooner terminated as provided herein. City shall have the option to extend the term
17 of this Agreement for one (1) additional one-year period, at the discretion of the City
18 Manager. The City may terminate this Contract by giving thirty (30) days prior notice of
19 termination to Contractor.”

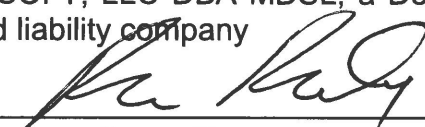
20 3. Except as expressly amended herein, all terms and conditions in
21 Contract No. 35630 are ratified and confirmed and shall remain in full force and effect.

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1 IN WITNESS WHEREOF, the Parties have signed this document with all the
2 formalities required by law as of the date first stated above.

3 TELESOFT, LLC DBA MDSL, a Delaware
4 limited liability company

5 AUGUST 31, 2022

By 
Name BRIAN BRADY
Title CFO

6 _____, 2022

By _____
Name _____
Title _____

9 Barbara A. Kellar
10 Notary Public
11 BARBARA A. KELLAR
12 Notary Public, State of N.Y., Monroe Co.
13 My Commission expires October 31, 2024
14 Oct. 4, 2022

15 "Contractor"
16 CITY OF LONG BEACH, a municipal
17 corporation

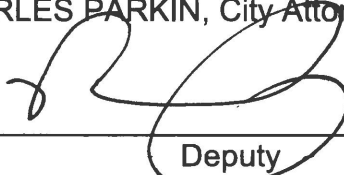
By Linda J. Jastrum
City Manager

18 "City"

19 This Second Amendment to Contract No. 25630 is approved as to form on
20 September 21, 2022.

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

21 CHARLES PARKIN, City Attorney

By 
Deputy

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