THIRD AMENDMENT TO CONTRACT NO. 35630

35630

THIS THIRD AMENDMENT TO CONTRACT NO. 35630 is made and
entered, in duplicate, as of May 3, 2023 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.

9 WHEREAS, City and Contractor (the "Parties") entered into Contract No.
10 35630 (the "Contract") whereby Contractor agreed to provide subscription, maintenance
11 and support, as well as a one-time upgrade, of the City's desk phone and mobile device
12 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 entered into a Second Amendment 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 to May 17, 2023; and

WHEREAS, the Parties desire to extend the contract for one (1) additional
one-year period and add the annual authorized amount with a five percent increase and
the \$3,000 contingency amount for a total not to exceed amount of \$68,094.75;

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

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

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1 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, 2 3 Fifty-Six Thousand Two Hundred Thirty-One Dollars (\$56,231) with a contingency of Three Thousand Dollars (\$3,000) for additional services, and a five percent (5%) increase of Two 4 5 Thousand Eight Hundred Eleven Dollars and Fifty-Five Cents (\$2,811.55) for a total annual 6 amount not to exceed Sixty-Two Thousand Forty-Two Dollars and Fifty-Five Cents (\$62,042.55). For the term ending May 17, 2023, Sixty One Thousand Nine Hundred 7 8 Ninety-Five Dollars (\$61,995) with a contingency amount of Three Thousand Dollars 9 (\$3,000) for a total amount not to exceed Sixty-Four Thousand Nine Hundred Ninety-Five 10 Dollars (\$64,995). For the term ending May 17, 2024, Sixty-Five Thousand Ninety-Four 11 Dollars and Seventy-Five Cents (\$65,094.75) with a contingency amount of Three 12 Thousand Dollars (\$3,000) for a total amount not to exceed Sixty-Eight Thousand Ninety-13 Four Dollars and Seventy-Five Cents (\$68,094.75). During the initial term of the Contract, 14 there will be a one-time upgrade to the System in the amount of Fifteen Thousand Dollars 15 (\$15,000)."

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

"3. The term of this Contract in relation to maintenance shall commence
on May 18, 2019, and shall terminate at midnight on May 17, 2024, unless terminated
sooner as provided herein. The term of this Contract in relation to licensing shall
commence on November 15, 2019, and shall terminate at midnight on November 14, 2023
unless sooner terminated as provided herein. The City may terminate this Contract by
giving thirty (30) days prior notice of termination to Contractor."

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