

SUPPORT SERVICES AGREEMENT NO. ALACHUA-2004

AMENDMENT NO. 14

THIS AMENDMENT NO. 14 TO SUPPORT SERVICES AGREEMENT NO. ALACHUA-2004 (the "Amendment") is made and entered into by and between Mitel Technologies, Inc., having its principal place of business at 1146 N. Alma School Rd., Mesa, Arizona 85201 (hereinafter "Seller") and Alachua County, whose address is 26 NE 1st Street, Gainesville, Florida 32601 (hereinafter "Buyer"). This Amendment No. 14 is made in duplicate and, notwithstanding its date of execution, is effective as of October 1, 2019.

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree to amend Support Services Agreement No. ALACHUA-2004 (the "Agreement") as set forth below:

(A) The foregoing recitals are true and correct and are incorporated herein by reference.

(B) The Agreement is hereby amended as follows:

1. Add Attachment "A" SUPPORT SERVICES SCHEDULE NUMBER 15, with a service period of October 1, 2019 to September 30, 2020.
2. All other terms and conditions of the Agreement not specifically amended hereby shall remain in full force and effect.
3. If there is any conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of the Amendment shall control.
4. The Agreement, as amended by this Amendment, represents the entire Agreement of the parties on these matters and may not be further modified or amended without express written consent of the parties.
5. This Amendment may be executed in counterparts with the same effect as if both parties signed the same document. The counterparts shall be construed together and shall constitute one and the same original agreement. A signature on this Amendment by one party communicated to the other by facsimile transmission will constitute execution of this Amendment.

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IN WITNESS HEREOF, the parties have executed this amendment by their authorized representatives.

ALACHUA COUNTY
(BUYER):

MITEL TECHNOLOGIES, INC.
(SELLER):

BY: _____
(Authorized Representative)

BY: _____
(Authorized Representative)

NAME: **Charles S. Chestnut, IV**
(Type/Print)

NAME: _____
(Type/Print)


TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM



ALACHUA COUNTY ATTORNEY

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ATTACHMENT A¹ SUPPORT SERVICES SCHEDULE NUMBER 15

SYSTEM SITE ADDRESS:

26 NE 1st Street
Information Services
Gainesville, FL 32601

Service Period: October 1, 2019 to September 30, 2020

DISCLAIMER: Support for the manufacturer discontinued Pointspan product ("Product") has been discontinued. Notwithstanding the foregoing, Seller agrees to continue to provide available Product support, as well as hardware repair and replacement support to Buyer until September 30, 2020 ("Support End Date"). Until the end of the Support End Date, Seller's sole obligation is to use commercially reasonable efforts to (a) provide service to the Product to assist with application features and functionality within the limitations of servicing a discontinued Product; (b) source a required repair or replacement part from Seller's inventory; (b) source a required repair or replacement part from a third-party. Should Seller need to source the replacement part from a third party, Buyer shall be required to pay for time and materials to cover the costs incurred by Seller in procuring the replacement part. Buyer understands that there are no available software fixes or patches for the Product software. Buyer acknowledges that it will only have access to existing software patches for the Product.

Service Package (refers to the Scope of Work that will apply - see Attachment C):

☒ MP3 Advanced Parts Replacement
This Advanced Parts Replacement Package does not include phone repair and replacement

Mitel System:

☒ Pointspan®

Quantity

1

Mitel issued a Product Note in Q4 2010 announcing the End Of Life (EOL) of the Pointspan Enterprise Control Server (ECS), IPN Node Control Servers (NCS) and RTN Remote Control Servers (RCS) models 500-1500-301 and 500-1500-302 effective no later than November 1, 2011. Due to the Pointspan ECS, NCS, RCS EOL, after November 1, 2011, Mitel will use commercially reasonable efforts to provide hardware support for the 500-1500-301 and 500-1500-302 server assemblies through the end of the Service Period above for the Buyer.

Pointspan 500-1500-30x Server Replacement Program:

The Pointspan ECS, NCS, RCS model 500-1500-405 is now the recommended replacement server for the Pointspan ECS, NCS, RCS 500-1500-30x model. Mitel recommends (at a minimum) that Pointspan customers replace 500-1500-30x servers installed as ECS A and ECS B with 500-1500-405 server models. Contact your Mitel representative for more about a trade-in credit for the 500-1500-30x servers."

¹ Attachment A Product and quantities subject to change upon periodic Mitel-conducted site inventory.

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Station Product:

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Mitel Integrated Terminal Product telephone and interface sets (ITE)
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Mitel Analog commercial Standard Telephone Product (STE)
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Mitel analog, digital, IP telephones (M/i series)
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Mitel SIP telephones

Headsets are not considered part of station equipment. Support Services for Station Product terminates twelve (12) months after the announced End of Life (EOL) date of that instrument. Mitel reserves the right to provide either new or refurbished Station Product for supported Station Product.

Mitel does not support the M720, M740, M780, i780 Station Product or Mitel SIP Softphone.

"Equipped With" Port Cards

Description	Card Quantity	Port Factor	Port Quantity
E 36 Port ITE	25	36	900
T1IT (DUAL DS1)	3	23	69
E 36 Port STE	11	36	396
36 Port Card (for STE,400 D and OPX)	3	36	108
Off Premises Exchange	1	16	16
4 Wire Trunk	1	12	12
2Wire Trunk	1	12	12
T1 Trunk	2	24	48
Inter-Exchange Link	8	24	192
Primary Rate Interface	8	24	192
Double Span Primary Rate Interface (Dual DS1)	3	48	144
DIXL	8	21	168
Single Pair ITE	14	36	504
Total number of ports:			2,761

SOFTWARE SUBSCRIPTION:

☒ **MITEL SYSTEM OPERATING SOFTWARE:** The Software (hereinafter "**Software**") means the System Software and any other Software indicated below. Buyer may run the Software only on the system(s) as indicated above. See Attachment C for a description of Support Services to be provided.

Current Software Release Level: RL40PS5.5.M

Other Mitel Products to Be Supported: ☒ None

Third Party Hardware/Software Support:

☒ Uninterrupted Power Supply (UPS)

Description: UPS systems will be supported by Static Power Conversion Services (Static Power). Support includes 24X7 telephone technical support and 2 Preventive Maintenance visits per year covering the UPS, rectifier and batteries. Off hours availability included at no additional charge. Parts and labor for repair are excluded. Battery replacement *not* included. On-site repair visits by Static Power will be invoiced at the then current time and material rates plus expenses.

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Static Power Sites Supported:

- C10196-1108, 220 South Main, Criminal Courthouse

Two (2) Magnetek Systems, Model # ADS48A50 901PS7, Serial #s 1809 and 1819, containing four (4) GNB Batteries,
Model # M12V105FT configured into one (1) string.

- C10196-776, 26 NE 1st St, Computer Room

Two (2) LaMarche Systems, Model # A36F5048VABD, Serial #s R9948-3 and R9947-3, containing four (4) Datasafe Batteries, Model # 12HX330 configured into one (1) string.

- C10196-777, NE 1st St, Admin. Basement

Three (3) Magnetek Systems, Model # ADS48A25, Serial #s 05533, 05532 and 05547, containing four (4) GNB Batteries, Model # M12V105FT configured into one (1) string.

- C10196-778, 201 East University, Civil Courthouse, Room B-15

Two (2) Magnetek Systems, Model # ADS48A50 901PS7, Serial #s 0519 and 0269, containing four (4) GNB Batteries,
Model # M12V105FT configured into one (1) string.

- C10196-779, Hawthorne Ave, Sheriffs Office, Room 440

Two (2) LaMarche Systems, Model # A36F5048VABD, Serial #s R7298-3 and R7299-3, containing four (4) Datasafe Batteries, Model # 12HX330 configured into one (1) string.
One (1) Powerware System, Model # 1500P2SE, Serial # BQ412C0285 containing five (5) Yuasa Batteries, Model # NP30-12 configured into one (1) string.

- C10196-780, 39th Ave, Department of Jails

Two (2) LaMarche Systems, Model # A36F5048VABD, Serial #s R9937-3 and R9938-3, containing four (4) Datasafe Batteries, Model # 12HX330 configured into one (1) string.

- C10196-816, Hawthorne Ave, Combined Comm. Center

Two (2) LaMarche Systems, Model # A76A5048VVI, Serial #s 18918-25 and 21764-28, containing four (4) Datasafe Batteries, Model # 12HX330 configured into one (1) string.

ON-SITE SPARES:

Part #/Name		Qty
300 0283 002	CARD,DTI (DIAGNOSTIC TEST INTERFACE) (SPARE)	1
300 0289 001	CARD,TRUNK,T1/IXL DIGITAL (SPARE) SVC 57831 REP BY	1
300 0325 001	CARD,STE/OPX ANALOG LINE,16 PORT SVC/57832	1
300 0391 001	CARD,DISTRIBUTED ITE CONTROLLER (SPARE)	1
300 0392 101	CARD,ISDN PRI	1
300 0404 202	CARD, FXL MULTI MODE LED (SPARE)	1
300 0435 101	CARD,ITE LINE,36 PORT 2PR	1
300 0522 001	CARD,ISDN DUAL DS1,386EX,INTECOM-E (352)	1
300 0536 001	CARD, ITE LINE, 36 PORT 1PR (24+12)	1
300 0430 202	CARD,STE 36 PORT W/MSG WAIT,(SVC/59696)	1
500 1524 001	CARD, ITE LINE, 36 PORT 1PR SO MODULE (SPARE)	1
500 1248 001	DISTRIBUTED 1PR ITE LINE CARD MODULE (FDLM) (SPARE)	1
500 1533 001	T1 DIST ITE LINE CARD MODULE, 23 PORT, 1PR ITE	1

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PRICING²:

	<u>QUARTERLY PRICE</u>	<u>ANNUAL PRICE</u>
Total Maintenance Price	\$16,965.04	\$67,860.16

Buyer's Emergency Contact:
Name: Valerie Kendrick
Office: 352-388-7307
Email: vkendrick@alachuacounty.us

² Pricing is based on the current system configuration and is subject to change if there are any changes to the system configuration. Onsite spare parts included in this Agreement, if any, remain the property of Mitel unless otherwise described herein or purchased separately by Buyer. Buyer shall be responsible for all reenlistment fees and price increases associated with support of Third Party Products. Applicable taxes not included.