

Before the Board of Supervisors in and for the
County of Monterey, State of California

Agreement No: A-10854

- a. Approve and authorize the Director of Emergency Communications to sign an agreement with Zetron, Inc. for \$46,818.88 to provide prorated maintenance and service for equipment and software for the Zetron Series 3200 / Acom system for the period of November 22, 2006 through June 30, 2009, and
- b. Authorize the Director of Emergency Communications to sign all future amendments to this agreement not to exceed 5% of the contract amount and a three (3) month extension; and
- c. Approve waiver of standard insurance requirements.

dd BO.

Upon the motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those present, the Board hereby;

- a. Approves and authorizes the Director of Emergency Communications to sign an agreement with Zetron, Inc. for \$46,818.88 to provide prorated maintenance and service for equipment and software for the Zetron Series 3200 / Acom system for the period of November 22, 2006 through June 30, 2009.
- b. Authorizes the Director of Emergency Communications to sign all future amendments to this agreement to this agreement not to exceed 5% of the contract amount and a three (3) month extension.
- c. Approves waiver of standard insurance requirements.

PASSED AND ADOPTED this 10th day April 2007, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, and Potter

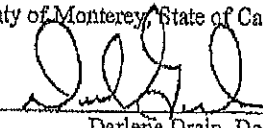
NOES: None

ABSENT: Supervisor Smith

I, Lew C. Bauman, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 73 for the meeting on April 10, 2007.

Dated: April 11, 2007

Lew C. Bauman, Clerk of the Board of Supervisors,
County of Monterey, State of California

By 
Darlene Drain, Deputy

BPO1530

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COVER SHEET
FOR MAINTENANCE SERVICE SUPPLEMENT

Customer's Name: County of Monterey, California

Equipment / Project: Series 3200 and Acom

Your Service Plan: from November 22, 2006 to June 30, 2009

Maintenance Service Supplement

This Maintenance Service Supplement ("Maintenance Supplement") is part of, and subject to the terms and conditions of, the contract between County of Monterey, California ("CUSTOMER" or "Customer") and Zetron, Inc. ("ZETRON" or "Zetron") dated January 13, 2004 (the "Contract") and is effective as of November 22, 2006 ("Effective Date"). Any defined terms, unless specifically defined in this Maintenance Supplement, shall have the meanings as defined in the Contract. In the event of a conflict between the terms and conditions of the Contract and this Maintenance Supplement, the terms and conditions of this Maintenance Supplement shall control with respect to the Service.

1. This Maintenance Supplement covers all maintenance service described herein (the "Service" or "Services") for the ZETRON equipment and software for the ZETRON Series 3200 / Acom system located at 1322 Natividad Road, Salinas, CA ("Products" or "ZETRON system"), as more particularly set forth below.
2. The Service provided under this Maintenance Supplement shall conform with Section 4.2, Service, and the Gold Service Maintenance Plan attached hereto as Attachment A (the "Service Plan" or "SMP"). All Service Plans include Zetron's then-current limited warranty as stated in the Zetron System Terms and Conditions. A ZETRON warranty must be in place for CUSTOMER to be eligible for a Service Plan. Warranties for Zetron Products can be extended for a total warranty period of five (5) years, including the initial warranty period, and warranties for Zetron Accessories can be extended for a total warranty period of three (3) years, including the initial warranty period. If a ZETRON warranty has expired, CUSTOMER shall pay for the time period of the lapsed warranty. In the event of a conflict between the terms and conditions of this Maintenance Supplement and the Service Plan, the terms and conditions of this Maintenance Supplement shall control.
3. Technical phone support services hereunder shall be available 24 hours per day, 365 days per year. The Service provided by ZETRON and the timing of response shall be determined according to the Service Plan.
4. Pricing and Service:
 - 4.1. The price for the Service covered by this Maintenance Supplement is set forth in Attachment B. Fees for services outside the scope of this Maintenance Supplement, and any obligation concerning the provision of or payment for such out of scope services, are subject to the prior mutual written agreement of the parties. The price for each 12-month service period shall be paid in advance during the term of this Maintenance Supplement.
 - 4.2. Service:
 - 4.2.1 ZETRON shall be responsible for providing maintenance, support, and extended warranty service for the Products, as described in the Maintenance Supplement including Attachment A. Through such services, ZETRON shall use commercially reasonable efforts to keep the Products operational at all times. ZETRON's responsibilities shall include the following:

Technical assistance, information and problem resolution including fixes, error corrections and repair/replacement (subject to Section 4.2.2);

Telephone support for Products application questions from CUSTOMER. Such support shall include operating a help line staffed by qualified technical personnel accessible by CUSTOMER representatives via telephone;

Remote dial-in troubleshooting; and

On-site troubleshooting and repair as determined by Zetron.

ZETRON shall be responsible for providing the above Services only for those problems that have been reported by CUSTOMER's qualified technical personnel who are familiar with the Products and their functionality.

4.2.2 The Products shall be restored to compliance with the applicable ZETRON specifications and any mutually agreed specifications applicable under the Contract, less normal degradation caused by age, ("Problem Resolution") or their functional level shall be brought back to a known working state similar to the functional state prior to the problem occurring ("Problem Workaround"), at such time as CUSTOMER reports an equipment failure or apparent failure to ZETRON. If a Problem Workaround is implemented, the parties shall mutually agree to a time period for achieving Problem Resolution. The parties acknowledge that nonmaterial software bugs or deficiencies in the Products, that do not in any event materially impact CUSTOMER's use of the Products, can be remedied by a software update according to ZETRON's software update schedule. The Service includes repairs required by normal use and does not include, without limitation, repairs required due to equipment abuse or misuse, natural causes, water damage, fire, damage caused by an improperly maintained environment, accident, physical damage, unauthorized modification, or use in violation of instructions furnished by ZETRON.

4.2.3 The level of service impairment as detailed in Attachment A shall determine ZETRON's response to actively troubleshoot the Products.

4.2.4 ZETRON may use one or more of ZETRON's qualified subcontractors to provide the Service.

4.2.5 Travel-related expenses and any ZETRON onsite charges in providing the Service shall be paid by CUSTOMER.

4.2.6 Notwithstanding anything to the contrary in the Contract, including this Maintenance Supplement, Service shall be provided only if the Products are under warranty as provided in the Contract for the period in which the Service is to be provided. CUSTOMER agrees that it will pay any applicable extended warranty fee unless Attachment A indicates the extended warranty fee is included.

5. Maintenance Supplement Term and Termination:

5.1. The term of this Maintenance Supplement as stated in Attachment B shall be from November 22, 2006 through June 30, 2009 ("Term"). The Term shall be automatically renewed for successive one (1) year term(s) unless either party notifies the other of its intention not to renew the Maintenance Supplement at least sixty (60) days prior to the end of the then-current term. In no event shall the initial Term and any successive terms(s) exceed a total of five years.

- 5.2. Termination: Either party may terminate this Maintenance Supplement with prior written notice if the other party is in material breach of this Maintenance Supplement and fails to cure said breach within thirty (30) days of receipt of written notice of breach. Either party may cancel this Maintenance Supplement for convenience with a 90-day prior written notice.
6. Billing and Payment: Fees for the Service as specified herein are due and payable within 30 days from receipt of each of ZETRON's Invoices. In the event of a dispute as to correctness of any Invoice submitted under this Maintenance Supplement, CUSTOMER agrees to pay the agreed upon fee after prompt determination by the parties of the correctness of the charges invoiced.
7. ZETRON represents and warrants that ZETRON has the right to provide the Services without infringement of the rights of any third party. ZETRON DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR ARISING UNDER LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
8. CUSTOMER Obligations: CUSTOMER shall perform the CUSTOMER Maintenance and Support Obligations as described in Attachment C.
9. Neither party shall be responsible for events beyond its reasonable control including but not limited to war; warlike operation; insurrection; terrorism; riot; fire; flood; explosion; accident; governmental act; material control regulations or orders; act of God; act of the public enemy; utility failure; epidemic; quarantine restriction; or strikes.
10. LIMITATION OF LIABILITY: NEITHER PARTY'S LIABILITY UNDER THIS MAINTENANCE SUPPLEMENT SHALL EXCEED TWELVE (12) MONTHS OF FEES PAID UNDER THE MAINTENANCE SUPPLEMENT. IN NO EVENT SHALL EITHER PARTY'S LIABILITY INCLUDE CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES OR LOSSES.
11. Entire Agreement: This Maintenance Supplement constitutes the entire agreement between the parties with respect to the subject matter described herein and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in this Maintenance Supplement. This Maintenance Supplement may only be modified if mutually agreed in writing.

This Maintenance Supplement is agreed to by the parties' authorized representatives:

COUNTY OF MONTEREY

BY *Lynn Diebold*

PRINTED NAME LYNN DIEBOLD

TITLE DIRECTOR

DATE 1/5/07

ZETRON, INC.

BY *Brent Dippie*

PRINTED NAME BRENT DIPPIE

TITLE SR VP + C.O.O.

DATE JUNE 4, 2007

ATTACHMENT A

Service Plan



Gold

Service Maintenance Plan

North America

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1. INTRODUCTION

This service maintenance plan (SMP) describes the Gold-level support services Zetron will provide for hardware and software for the duration of the service period as described in Section 2.1. The support services are for "Zetron Products" and "Zetron Accessories". "Zetron Products" means products manufactured by Zetron. "Zetron Accessories" means personal computers, monitors and computer components, computer and audio peripherals, networking equipment and power supplies, all such items as sold by Zetron to Customer and integrated as components of a Zetron communication system, excluding any third party software or firmware.

Existing project documentation and Customer as-builts shall contain configuration-specific details of the system this SMP supports.

This SMP describes the capabilities of Zetron's US office in support of any applicable North American Zetron equipment installation. Zetron may use one or more of Zetron's qualified subcontractors to provide the Services under this SMP.

Neither party shall be responsible for events beyond its reasonable control.

2. SCOPE

This SMP describes the support services Zetron provides. Section 3 refers to Zetron's standard System Limited Warranty Terms and Conditions. Section 4 defines services included in this SMP including 24/7 technical telephone support, hardware maintenance, software maintenance and upgrades, third-party equipment repair facilitation, and onsite factory services. Section 5 describes local onsite services available on a quote-basis.

This SMP does not encompass change requests/enhancements that affect architecture, functionality, or performance, so hardware or software capabilities subsequently added to the Zetron communication system are not automatically covered. Such changes must be requested in writing to Zetron's Contract Fulfillment Project Management office. Upon approval by Zetron and Implementation, these changes amend the established "as-built" system documentation and then fall under coverage of this SMP, at which point the monthly rate will be adjusted accordingly. Changes made to the system that are not reflected in Zetron's as-built documentation are not covered by the system warranty or this SMP.

2.1 COVERAGE PERIOD

This SMP is valid from November 22, 2006 through June 30, 2009. It is renewable by mutual agreement. If the Customer wishes to purchase a SMP after a lapse in services has occurred, the coverage must be paid up retroactively, for a fee equal to the fees that would have been paid had the coverage not lapsed.

2.2 THIRD-PARTY EQUIPMENT OR SOFTWARE

Zetron's System Terms and Conditions explain that third party manufacturers' warranties for any items... (excluding Zetron Accessories) Zetron purchases and supplies for the Customer's convenience shall transfer to the Customer, subject to the limitations therein. Zetron's warranty does not apply to third party hardware (excluding Zetron Accessories), or third party software or firmware. However, the Gold SMP provides increased levels of third-party support. Refer to Section 4.6.

3. LIMITED WARRANTY

Zetron's System Limited Warranty is stated in Zetron's current version of the System Terms and Conditions, 001-0245A and is included during the term of the SMP. Certain specific services are included for the duration of the warranty period; refer to Section 4. For Zetron Products and Zetron Accessories, Zetron's standard warranty period is one year unless otherwise agreed contractually.

Warranties for Zetron Products can be extended for a total warranty period of five (5) years, including the initial warranty period, and warranties for Zetron Accessories can be extended for a total warranty period of three (3) years, including the initial warranty period.

4. SERVICE DESCRIPTIONS

The following sections describe the services included in the Gold SMP unless otherwise noted.

4.1 TECHNICAL TELEPHONE SUPPORT

Zetron telephone technical support exists in the form of factory Technical Support Engineers. This support is intended for technicians and system administrators installing, configuring, and maintaining Zetron equipment and software applications. 24-hour/7 days/week phone support is provided in accordance with the response times established in the following sections.

4.1.1 Calls During Standard Zetron Business Hours

During regular business hours, 8:00am to 5:00pm PT, calls to Zetron at (425) 820-6363 are answered by Zetron personnel who will establish a call ticket number, collect detailed issue information from the caller, and enter the call into the call queue.

Head of the queue and priority call back privileges are given to callers with Gold SMP above those with no agreements, Limited Warranty, and Silver SMPs. If the incoming call cannot be directed immediately to a Technical Support Engineer, 98% of the critical calls will be returned within 30 minutes, and 100% of the calls will be returned within 2 hours.

Zetron will work with the caller to make the determination whether calls involve critical or routine issues based both on system behavior and its affect on system operators.

Critical issues are those that have a major impact on the Zetron system operation as defined by

- loss of use of any redundant functions;
- loss of 10% of the positions; or
- loss of 10% of non-redundant channels or lines.

Routine issues are non-critical issues that have a minor impact on the Zetron system operation and range from routine maintenance operations to system behavioral inconsistencies to configuration issues.

Zetron observes the following holidays:

If a holiday falls on a Saturday, the holiday is observed on the preceding Friday and if a holiday falls on a Sunday, the holiday is observed on the following Monday.

	North America
January	New Year's
February	President's Day
May	Memorial Day
July	Independence Day
September	Labor Day
November	Thanksgiving and day after
December	Christmas 2-day seasonal holiday

4.1.2 After-Hours Critical Technical Telephone Support

Calls for critical issues to Zetron before 6:00am or after 5:00pm PT on any regular business day, at any time on weekends, or during Zetron-recognized holidays are considered after-hours calls for critical issues. A Zetron qualified technical person will return calls for critical issues within thirty (30) minutes.

Zetron reserves the right during calls for critical issues after regular business hours to determine after an initial diagnosis whether the issue being reported is critical or routine, and thus whether it is to be handled immediately or deferred to first-in-queue the following business day. Routine issues will be deferred to the next business day. Scheduled system maintenance does not qualify as a critical outage.

4.2 HARDWARE SERVICES

4.2.1 Advance Replacement: First 90 Days

For the first 90 days after initial purchase of original equipment under Zetron's System Limited Warranty Terms and Conditions, Zetron will provide advance replacement for critical Zetron product found to be dead-on-arrival or that Technical Support approves for replacement. Zetron bears all shipping costs for advance replacements.

4.2.2 Repair Defects in Materials or Workmanship

For the duration of the warranty period and service coverage periods, for Zetron Products and Zetron Accessories, Zetron will provide parts and factory labor free of charge to resolve any material defects in material or workmanship as described in our System Terms and Conditions. Upon receipt of the defective unit and in accordance with Zetron's standard System Terms and Conditions while under warranty, Zetron's Repair Department reserves the right to determine whether to replace or repair a defective part, or whether to replace a product or refund its purchase price. If replacing a product, Zetron's Repair Department determines whether to provide refurbished service stock or new equipment based on repair turn-around and equipment availability.

No returns are authorized unless a Returned Materials Authorization (RMA) is issued by Zetron.

4.2.3 Repair Turn-Around

Zetron measures turn-around time from the date of receipt to the date of shipment from Zetron. This time does not include shipping or customs delays.

In the Gold SMP, repair turn-around is 2 working days. Products found to be not defective will be returned at the sender's expense, plus cost of a minimum of 1-hour testing and handling.

4.2.4 Refurbished Equipment

Refurbished equipment, to replace defective hardware, is available to be sold at 25% of product list price (75% discount).

Refurbished equipment will have guaranteed availability for selected, critical products for Gold SMP. The original defective hardware must be sent to Zetron and will not be returned to the Customer upon repair.

Refurbished equipment is previously returned equipment that has been repaired and fully tested. It is available only for replacement of failed equipment. Refurbished equipment is based on equipment availability but select critical products have guaranteed availability for Gold SMP holders. Refurbished equipment will be shipped the same day.

4.2.5 Outgoing Shipping

Zetron will match the incoming shipment method when returning products. If the Customer wants to expedite the outgoing shipment beyond the Zetron provided match, the Customer bears responsibility for full shipment charges.

Shipping is always FOB Origin unless otherwise agreed by Zetron. The Customer must pay all shipping and insurance charges when returning equipment to Zetron.

4.3 SOFTWARE SERVICES

4.3.1 Software Maintenance - Service Packs

For the duration of the SMP period, the Customer is entitled to receive at no additional charge any patches or bug fixes contained in a service pack for Zetron feature group releases of the application or firmware version(s) sold as part of the original Zetron system. Patches/bug fixes in a service pack are specific corrections to defects found in previously released code (a.k.a. feature group) to ensure the code meets specification. Service packs add one-, two- or three-digit extensions on the previously released code number (for example, 2.11.12 indicates service pack 12 to version 2.11 software). All service packs will be incorporated in the next released software upgrade.

All Zetron software releases are subject to internal software release and design verification processes as well as standard configuration management practices. Service packs released may include patches/bug fixes and/or minor enhancements, but they will not affect system operation or performance.

Software maintenance for applications or code in certain systems will require customization and installation support (refer to Sections 4.4 and 4.7.6).

Note: For certain systems, the Software Installation/Upgrade Support service is required unless a pre-approved agent is available to provide this level of support.

4.3.2 Software Upgrades

For the duration of the SMP period, the Customer is entitled to receive any software upgrade for Zetron feature group releases of the application or firmware version(s) sold as part of the original Zetron system. Software upgrades are released minor and/or major revisions to released software or firmware. Upgrades typically include minor enhancements as well as access to certain major new features. Upgrades also incorporate any previously released bug fixes/patches. Minor enhancements are functional performance improvements that do not require additional hardware or firmware or to be specifically enabled or disabled. Major new features alter the software's specifications and may significantly affect system operation and performance and/or the look and feel of the user interface. Major features will be individually enabled or disabled as options; some options may require the additional purchase of hardware, firmware, or licensing.

Software upgrades incrementally change the previously released software or firmware version number by either preceding or following the first decimal point depending on the breadth of the changes incorporated. For example, software release 2.11 could upgrade to 2.12 to indicate relatively minor enhancements, or to 3.0 to indicate significant new features. In either case, all patches/bug fixes released in support of 2.11 would be included in the new release.

All Zetron software revisions are subject to internal software release and design verification processes as well as standard configuration management practices.

4.4 SOFTWARE UPGRADE CUSTOMIZATION ASSESSMENT

Due to the customization of certain deployed systems, software upgrade releases for these customized systems should be qualified prior to deployment. A factory-qualified engineer will complete an assessment of feature group upgrade releases against the functionality defined in a deployed system's factory acceptance test to ensure the new release will not adversely affect any deployed Customer-specific custom configuration. Based on that assessment, Zetron will provide a quote of outstanding engineering customization; refer to Section 4.5. Assessments are available upon request and will be scheduled based on priority; emergencies will be given the highest priority of available resources.

4.5 SOFTWARE UPGRADE CUSTOMIZATION

Based on the assessment described in Section 4.4, Zetron will provide a quote of any outstanding engineering customization necessary to ensure software upgrades will function as expected on deployed custom systems. This service is available upon request and will be scheduled based on priority; emergencies will be given the highest priority of available resources.

4.6 THIRD-PARTY EQUIPMENT REPAIR FACILITATION

During the first three (3) years after original purchase of third party hardware (excluding Zetron Accessories) sold as part of the original Zetron system, and included in a specific customer agreement with Zetron, Zetron will facilitate resolution of issues on such equipment. To ensure the repaired unit's compatibility with its already-deployed system, as applicable, Zetron will reconfigure repaired units against last-known configuration files on record before returning the unit to the field.

It is anticipated that third-party products have a useful life of up to three years.

4.7 FACTORY ONSITE SERVICES

Zetron will waive hourly rates for up to 3 days per year of onsite services and cover 1 trip to Customer's facility. These hours may be applied to technical support, training, equipment installation and programming optimization, or hardware preventive maintenance support. The Zetron factory-qualified Instructor or technician's travel time is not included in the up to 3 day amount and will not be charged to the Customer. In all cases, travel affected by severe weather or natural disaster will be rescheduled.

Additional days, at then-applicable rates, may be purchased to accommodate additional onsite services. Hours may not be accumulated beyond one 12-month period.

4.7.1 Technical Support

A Zetron factory-qualified technician will provide onsite technical support to trouble-shoot and resolve issues Zetron is unable to resolve via telephone support. This service is limited to supporting the Zetron Products and Zetron Accessories that Zetron provides as part of the original Zetron system, and does not extend to other equipment co-existent with the Zetron system. Onsite visits will be scheduled based on priority; emergencies will be given the highest priority of available resources.

4.7.2 Technical Training

Technical classes are available for any of Zetron's system-level product lines. Some classes are conducted regularly at Zetron's factory; refer to the published schedule on Zetron's public-facing web site. Most classes can be made available onsite.

Technical classes include both operation and technical content, but focus on technical function, installation, configuration/programming, and maintenance of Zetron system and console equipment. Technical training is intended for electronic technicians and/or engineers and system administrators. We assume trainees have a basic understanding of communication systems, computers, and component-level troubleshooting. Zetron only instructs on the installation and maintenance of Zetron equipment; we do not train on the theory, operation, or installation of other equipment. Refer to each class's course description for details.

4.7.3 Operation Training

Operation classes are available for any of Zetron's system-level product lines. These classes are not conducted at Zetron's factory independently of technical training, but rather are made available onsite.

Operation classes are geared for operators and dispatchers, the end-users of Zetron's systems. These classes cover basic system operation and communication. Trainees learn the skills necessary to use the features of the system's consoles and user interfaces. In most classes, this includes but is not limited to: receiving incoming radio/telephone communication, transmitting outbound radio/telephone communication, patching and conferencing multiple lines, paging, and using other standard functions. Zetron only instructs on the operation of Zetron equipment; we do not train on standard industry dispatching practices. Refer to each class's course description for details.

4.7.4 Operation Train-the-Trainer

Operation train-the-trainer classes are available for any of Zetron's system-level product lines. These classes are only available onsite.

Operation train-the-trainer classes enable end-users to train their own team members on system operation. The Zetron Instructor will present a standard operation training course and then work with the trainees in a workshop-style session to ensure they understand how to present the system to their trainees. After completing this course, participants should have sufficient knowledge to be able to explain the system's features and functions to other operators/dispatchers. Zetron only instructs on the operation/explanation of Zetron equipment; we do not train on standard industry teaching practices.

4.7.5 Preventive Hardware Maintenance

A Zetron factory-qualified technician will provide onsite assessment of installed, operational Zetron system equipment and recommend which items, if any, should be replaced. This applies to functioning equipment as well as spares. Components may include Zetron Products and Zetron Accessories. Through this service, recommended Zetron-manufactured replacement parts will be available at 50% of their published list price. This service does not apply to system expansion.

4.7.6 Software Installation/Upgrade Support

A Zetron factory-qualified technician will provide onsite software installation and configuration support for software maintenance or upgrade releases. This service is limited to supporting the applications Zetron provides, and does not extend to other system applications. This service is required for Acom software applications' maintenance and upgrade releases. This service is included in the Gold SMP and will be scheduled based on priority; emergencies will be given the highest priority of available resources.

5. LOCAL ONSITE RESPONSE

Local onsite services are available on request and for an additional fee. A spares package is a requirement for local onsite response.

After diagnosing an issue via telephone support, if necessary, as determined by Zetron, Zetron will dispatch a Zetron qualified technician to repair or replace equipment.

If a Zetron factory technician must be onsite to resolve the issue, Zetron will coordinate the site visit with the appropriate parties. Factory presence may not be immediate; travel arrangements will be made as resources are available.

Onsite support affected by severe weather or natural disaster will be rescheduled. In the event of severe weather or natural disaster that restricts the local support agency and/or a pre-scheduled Zetron factory technician from using a routine vehicle (airline, rental car, etc.) for travel to the site, both agencies will be relieved of any response time requirement. The onsite support will be rescheduled when conditions warrant use of a routine vehicle.

6. ASSUMPTIONS AND CONDITIONS

Zetron assumes, and the prices stated in this SMP are based on, the following:

- The installed Zetron communication system has been maintained and supported as required under Attachment C, Customer Maintenance and Support Obligations.
- The Customer has trained technicians on staff available for Zetron's Technical Support team to engage as a first resource for onsite support. If the Customer does not provide first tier support themselves, Zetron can identify a subcontractor to act as first tier. This subcontractor may be contracted through Zetron or directly with the Customer.
- The Customer and/or Customer's designated service provider, as applicable, will provide a centralized point-of-contact and an escalation path for Zetron's Technical Support team to obtain approval in a timely manner for any additional onsite support required by Zetron employees.

7. PRICING

7.1 PERIOD OF COVERAGE

The pricing listed in this SMP is based on the SMP being in effect before or upon system takeover. Additional fees may apply if this SMP begins after system takeover.

If Customer is elevating the level of service from a lower level to a higher one (such as from Limited Warranty to Silver Plan), the price difference between the existing service level and the desired service level shall be determined and prorated over the remaining period of coverage. From that point forward, the pricing for the higher level service will be used.

If Customer wishes to begin services after a previous service plan has expired, Zetron may offer services but additional charges will apply.

8. SUMMARY OF SERVICES

The following table summarizes the services provided in this Gold SMP. If there is a conflict between this table and the other terms of this Gold SMP, the other terms of this Gold SMP control. These services are subject to change upon service agreement renewal or extension.

	Gold SMP
Phone support, business hours	X
After hours phone support for critical issues	30-min. callback for critical issues
Advanced Replacement, 1 st 90 days	X
Repair defects in material & work	X
Repair turnaround time	2 days
Refurbished equipment for repair	X
Outgoing shipping costs for repair	X
Software maintenance	X
Software upgrades	X
Software customization assessment ¹	X
Software upgrade customization	Quote
3 rd party equipment repair mgmt.	X
Onsite factory services	X
Technical support	X
Technical training	X
Operation training	X
Operation train-the-trainer	X
Preventive hardware maintenance	X
Software install/upgrade support ¹	X
Local onsite response	Quote

¹ Required for Acom software maintenance and upgrade releases.

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ATTACHMENT B

FEES

GOLD SERVICE PLAN ("Service Plan")

for County of Monterey, California ("Customer")

Annual Service Plan Fee	\$ 71,760 US dollars
Term of Service Plan	Commencing on November 22, 2006 and ending on June 30, 2009
Fee to Restore Warranty (Lapsed Warranty) , If applicable	N/A

NOTES:

The Service Plan fee shall be paid as follows:

<u>Service Plan Fee</u>	<u>Service Period</u>
\$43,653.97	11/22/06 through 6/30/07
\$71,760.00	07/01/07 through 6/30/08
\$71,760.00	07/01/08 through 6/30/09

Each Installment is due to Zetron prior to the beginning of each service period.

This Service Plan offers Customer a two (2) year option to renew at the annual Service Plan fee referenced above. Zetron shall contact Customer prior to the expiration of the current term to discuss this option. Customer must exercise this option at the now-current annual Service Plan fee above prior to June 30, 2009, otherwise any extension of the Service Plan will be offered at the then-current fee.

ATTACHMENT C

CUSTOMER MAINTENANCE AND SUPPORT OBLIGATIONS

CUSTOMER Maintenance and Support Obligations mean the following obligations to be performed by CUSTOMER through a Zetron-certified technician, under this Maintenance Supplement for the ZETRON system located at CUSTOMER's location in Salinas, California. These obligations are to be performed by a ZETRON-certified technician and in accordance with industry practices as follows:

1. CUSTOMER shall have a ZETRON-certified technician perform all preventative and maintenance services as specified in the ZETRON system installation and maintenance manuals and other published documentation provided to CUSTOMER.
2. CUSTOMER shall maintain and keep current and make available to ZETRON upon reasonable request, complete and accurate written records regarding maintenance, configurations, and changes related to the ZETRON system and certification records of CUSTOMER's ZETRON-certified technician(s).
3. ZETRON may make reasonable recommendations regarding maintenance of the ZETRON system in writing and CUSTOMER will comply with these recommendations.
4. CUSTOMER shall not, without prior written approval of ZETRON, make changes to the operational environment that could potentially affect the performance of the Zetron system (such as, but not limited to, major configuration changes, operating system changes, system upgrades, planned maintenance, etc.).
5. CUSTOMER, at its expense, shall keep an adequate level on hand and have a ZETRON-certified technician functionally maintain, in accordance with ZETRON maintenance procedures, spare equipment as recommended by ZETRON. If CUSTOMER does not maintain the spares kit at such level, and, due to the nature of the problem, the situation affects ZETRON's ability to restore the system in a timely manner, the required response time under this Maintenance Supplement shall be adjusted to account for such impact. The Service shall include replacing without additional charge spares that ZETRON removes from the spares kit to repair the Products under warranty that are defective.
6. CUSTOMER shall maintain the physical and electrical environment of the ZETRON system within ZETRON's published specifications, (such as, but not limited to, power filtering, humidity, temperature, etc.).
7. CUSTOMER shall monitor fault logs and error reports at reasonable intervals to identify equipment problems and have a ZETRON-certified technician take actions to correct these problems.
8. In order to assist ZETRON in meeting any of its requirements under the Maintenance Supplement, a ZETRON-certified technician must be available at the respective site during any period that the ZETRON system is unavailable and during any scheduled period necessary for preventative maintenance or upgrades.
9. CUSTOMER shall provide access to and a ZETRON-certified technician shall be available at the respective site if any ZETRON personnel are required to travel to such site.

10. Any ZETRON-certified technician(s) must be familiar with the respective facilities and the equipment at such facilities.
11. CUSTOMER shall notify ZETRON in writing at least twenty-four (24) hours prior to a scheduled upgrade or scheduled preventative maintenance.
12. CUSTOMER shall provide necessary and appropriate numbers of personnel that are properly educated, skilled, trained and qualified for the CUSTOMER Maintenance and Support Obligations they are to perform. CUSTOMER shall ensure that ZETRON-certified technicians are available 24/7.
13. Upon completion of onsite response task(s), CUSTOMER shall provide the ZETRON-certified technician's summary field report to ZETRON.
14. CUSTOMER shall not make changes that are not reflected in ZETRON's as-built documentation. Such unauthorized changes are not covered under the Maintenance Supplement.

Before the Board of Supervisors in and for the
County of Monterey, State of California

Agreement A-10854

- a. Approve and authorize the Contracts / Purchasing Officer to sign Amendment No. 2 to the Maintenance Service Supplement between the County of Monterey and Zetron for the term of July 1, 2011 through June 30, 2012 for maintenance services for the Emergency Communications Radio and Telephone console systems in an amount not to exceed \$75,349;
- b. Approve an auto renewal clause as recommended by the Director of Emergency Communications; and
- c. Approve and authorize the Contracts / Purchasing Officer to sign up to three (3) amendments to this agreement, where the total amendments do not exceed ten percent (10%) of the original contract amounts, and do not significantly change the scope of work upon approval of County Counsel and the Director of Emergency Communications.....

+ 10% orig
agmt = \$80,031
So Amendment
3 is
OK (45)

Upon motion of Supervisor Salinas, seconded by Supervisor Potter, and carried by those members present, the Board hereby;

- a. Approved and authorized the Contracts / Purchasing Officer to sign Amendment No. 2 to the Maintenance Service Supplement between the County of Monterey and Zetron for the term of July 1, 2011 through June 30, 2012 for maintenance services for the Emergency Communications Radio and Telephone console systems in an amount not to exceed \$75,349; and
- b. Approved an auto renewal clause as recommended by the Director of Emergency Communications; and
- c. Approved and authorized the Contracts / Purchasing Officer to sign up to three (3) amendments to this agreement, where the total amendments do not exceed ten percent (10%) of the original contract amounts, and do not significantly change the scope of work upon approval of County Counsel and the Director of Emergency Communications.

PASSED AND ADOPTED on this 4th day of October, 2011, by the following vote, to wit:

AYES: Supervisors Calcagno, Salinas, Potter, and Parker
NOES: None
ABSENT: Supervisor Armenta

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on October 4, 2011.

Dated: October 4, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By 
Deputy



Monterey County

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Agreement No.: A-10854

Upon motion of Supervisor Parker, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Contracts / Purchasing Officer to sign Amendment #5 to the Maintenance Service Supplement between the County of Monterey and Zetron for the term of July 1, 2014 through June 30, 2015 for maintenance services for the ACOM radio console systems, and the term of July 1, 2014 through July 31, 2014 for maintenance service for the Series 3200 Telephone console system in a total amount not to exceed \$46,465.23; and
- b. Approved and authorized the Contracts / Purchasing Officer to sign up to one (1) future amendment to this agreement, where the total amendments do not exceed fifteen percent (15%) of the original contract amounts, and do not significantly change the scope of work upon approval of County Counsel and the Director of Emergency Communications.

PASSED AND ADOPTED on this 17th day of June 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas and Parker
NOES: None
ABSENT: Supervisor Potter

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on June 17, 2014.

Dated: June 19, 2014
File Number: 14-596

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By 
Deputy

AMENDMENT #6 TO MAINTENANCE SERVICE SUPPLEMENT

County of Monterey and Zetron, Inc.

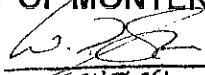
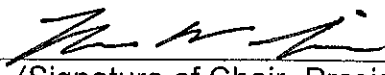
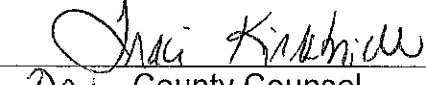
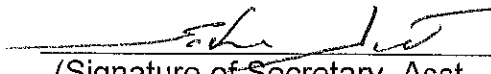
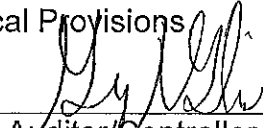
THIS AMENDMENT is made to the Maintenance Service Supplement, as amended, hereinafter referred to as "Maintenance Supplement" between **Zetron, Inc.**, hereinafter referred to as "ZETRON or Zetron", and the **County of Monterey**, a political subdivision of the State of California, hereinafter referred to as "CUSTOMER" or "Customer".

WHEREAS, the Customer and Zetron wish to extend the term of the Maintenance Supplement through June 30, 2015 for the Acom system and through September 30, 2014 for the Series 3200 with the provision for cancellation of Maintenance services for the Acom system with 90 days prior written notice remaining in the Maintenance Supplement. There is no additional notice requirement for cancellation of Maintenance services for the Series 3200.

NOW THEREFORE, the Customer and Zetron hereby agree to amend the Maintenance Supplement in the following manner:

1. **Attachment B-4, Fees:** This attachment is deleted and superseded in its entirety by the revised attachment, Attachment B-5, attached to this AMENDMENT and incorporated into the Maintenance Supplement.
2. **Section 4.1, under "Pricing and Service", shall be amended and replaced in its entirety with:** The price for the Service covered by this Maintenance Service Supplement is set forth in Attachment B-5. Fees for services outside the scope of this Maintenance Supplement including related travel expenses as referenced in Section 4.2.5 herein, and any obligation concerning the provision of or payment for such out of scope services, are subject to a written amendment to this Maintenance Supplement. The price for each twelve-month or three-month service period, as applicable, shall be paid in advance during the term of this Maintenance Supplement.
3. **Section 5.1, shall be amended and replaced in its entirety with:** The term of this Maintenance Supplement as stated in Attachment B-5 shall be from November 22, 2006 through June 30, 2015 for the Acom system and September 30, 2014 for the Series 3200 ("Term"). This term may be renewed for the Acom system for up to one (1) one-year term at the then-current Service Plan fee unless terminated as provided in Section 5.2 of the Maintenance Supplement.
4. Except as provided herein, all remaining terms, conditions and provisions of the Maintenance Supplement are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the Maintenance Supplement.
5. A copy of the AMENDMENT shall be attached to the original Maintenance Supplement executed by the County on January 5, 2007.

IN WITNESS WHEREOF, Customer and Zetron have executed this AMENDMENT as of the day and year written below:

Customer		ZETRON, INC.
COUNTY OF MONTEREY		
By:	<u></u> W.T. Skinner Contracts/Purchasing Agent County of Monterey	
Date:	<u>7/28/14</u>	
By:	_____	
Date:	Department Head (if applicable)	By: <u></u> (Signature of Chair, President, or Vice-President)
By:	_____	<u>Thomas Giles VP Cust. Fulfillment</u> Name and Title
Date:	Board of Supervisors (if applicable)	Date: <u>17 JULY 2014</u>
Approved as to Form		
By:	<u></u> David Kirkman County Counsel	By: <u></u> (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
Date:	<u>7-21-14</u>	<u>SADAMU NAITO, Secretary</u> Name and Title
Approved as to Fiscal Provisions		Date: <u>17 JULY 2014</u>
By:	<u></u> Auditor/Controller	
Date:	<u>7-24-14</u>	
Approved as to Liability Provisions		
By:	_____	
Date:	Risk Management	

ATTACHMENT B-5

FEES

GOLD SERVICE PLAN ("Service Plan")
for County of Monterey, California ("Customer")

System I.D. #143317

Annual Service Plan Fee for Acom From 7/1/2014 through 6/30/2015	\$46,465.23 US dollars
Quarterly Service Plan Fee for Series 3200 From 7/1/2014 through 9/30/2014	\$10,190.16 US dollars \$3,396.72 per month)
Term of Service Plan for Acom	Commencing on November 22, 2006 and ending on June 30, 2015
Term of Service Plan for Series 3200	Commencing on November 22, 2006 and ending on September 30, 2014
Fee to Restore Warranty (Lapsed Warranty) , if applicable	N/A

NOTES: The Service Plan fee shall be paid as follows:

<u>Service Plan Fee</u>	<u>Service Period</u>
\$11,616.31 • ACOM	07/01/14 through 9/30/14
\$10,190.16 • S3200	07/01/14 through 09/30/14
\$11,616.31 • ACOM	10/01/14 through 12/31/14
\$11,616.31 • ACOM	01/01/15 through 3/31/15
\$11,616.31 • ACOM	04/01/15 through 6/30/15

Each installment is due to Zetron prior to the beginning of each service period.

Taxes are not included in the above amounts. Invoice totals shall include any applicable taxes.

AMENDMENT #5 TO MAINTENANCE SERVICE SUPPLEMENT County of Monterey and Zetron, Inc.

THIS AMENDMENT is made to the Maintenance Service Supplement, as amended, hereinafter referred to as "Maintenance Supplement" between **Zetron, Inc.**, hereinafter referred to as "ZETRON or Zetron", and the **County of Monterey**, a political subdivision of the State of California, hereinafter referred to as "CUSTOMER" or "Customer".

WHEREAS, the Customer and Zetron wish to extend the term of the Maintenance Supplement through June 30, 2015 for the Acom system and through July 31, 2014 for the Series 3200 with the provision for cancellation of Maintenance services for the Acom system with 90 days prior written notice remaining in the Maintenance Supplement. There is no additional notice requirement for cancellation of Maintenance services for the Series 3200.

NOW THEREFORE, the Customer and Zetron hereby agree to amend the Maintenance Supplement in the following manner:

1. **Attachment B-3, Fees:** This attachment is deleted and superseded in its entirety by the revised attachment, Attachment B-4, attached to this AMENDMENT and incorporated into the Maintenance Supplement.
2. **Section 4.1, under "Pricing and Service", shall be amended and replaced in its entirety with:** The price for the Service covered by this Maintenance Service Supplement is set forth in Attachment B-4. Fees for services outside the scope of this Maintenance Supplement including related travel expenses as referenced in Section 4.2.5 herein, and any obligation concerning the provision of or payment for such out of scope services, are subject to a written amendment to this Maintenance Supplement. The price for each twelve-month or three-month service period, as applicable, and the one-month service period for the Series 3200 shall be paid in advance during the term of this Maintenance Supplement.
3. **Section 5.1, shall be amended and replaced in its entirety with:** The term of this Maintenance Supplement as stated in Attachment B-4 shall be from November 22, 2006 through June 30, 2015 for the Acom system and July 31, 2014 for the Series 3200 ("Term"). This term may be renewed for the Acom system for up to one (1) one-year term at the then-current Service Plan fee unless terminated as provided in Section 5.2 of the Maintenance Supplement.
4. Except as provided herein, all remaining terms, conditions and provisions of the Maintenance Supplement are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the Maintenance Supplement.
5. A copy of the AMENDMENT shall be attached to the original Maintenance Supplement executed by the County on January 5, 2007.

IN WITNESS WHEREOF, Customer and Zetron have executed this AMENDMENT as of the day and year written below:

Customer
COUNTY OF MONTEREY

ZETRON, INC.

By: [Signature]
Contracts/Purchasing Manager
Date: 6.26.14

By: _____
Department Head (if applicable)
Date: _____

By: _____
Board of Supervisors (if applicable)
Date: _____
Approved as to Form

By: [Signature]
Deputy County Counsel
Date: 6-25-14

Approved as to Fiscal Provisions
By: [Signature]
Auditor/Controller
Date: 6-25-14

Approved as to Liability Provisions
By: _____
Risk Management
Date: _____

By: [Signature]
(Signature of Chair, President, or Vice-President)

Thomas Giles VP, CF
Name and Title
Date: MAY 23, 2014

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
Brent Dippie, C.O.O.
Name and Title
Date: MAY 22, 2014 Treasurer

ATTACHMENT B-4

FEES

GOLD SERVICE PLAN ("Service Plan")
for County of Monterey, California ("Customer")

System I.D. #143317

Annual Service Plan Fee for Acom From 7/1/2014 through 6/30/2015	\$46,465.23 US dollars
Monthly Service Plan Fee for Series 3200 From 7/1/2014 through 7/31/2014	\$3,396.72 US dollars
Term of Service Plan for Acom	Commencing on November 22, 2006 and ending on June 30, 2015
Term of Service Plan for Series 3200	Commencing on November 22, 2006 and ending on July 31, 2014
Fee to Restore Warranty (Lapsed Warranty) , if applicable	N/A

NOTES: The Service Plan fee shall be paid as follows:

<u>Service Plan Fee</u>	<u>Service Period</u>
\$11,616.31 • ACOM	07/01/14 through 9/30/14
\$3,396.72 • S3200	07/01/14 through 07/31/14
\$11,616.31 • ACOM	10/01/14 through 12/31/14
\$11,616.31 • ACOM	01/01/15 through 3/31/15
\$11,616.31 • ACOM	04/01/15 through 6/30/15

Each installment is due to Zetron prior to the beginning of each service period.

Taxes are not included in the above amounts. Invoice totals shall include any applicable taxes.

AMENDMENT #4 TO MAINTENANCE SERVICE SUPPLEMENT County of Monterey and Zetron, Inc.

THIS AMENDMENT is made to the Maintenance Service Supplement, as amended, hereinafter referred to as "Maintenance Supplement" between **Zetron, Inc.**, hereinafter referred to as "ZETRON or Zetron", and the **County of Monterey**, a political subdivision of the State of California, hereinafter referred to as "CUSTOMER" or "Customer".

WHEREAS, the Customer and Zetron wish to extend the term of the Maintenance Supplement through June 30, 2014 with the provision for cancellation of Maintenance services for either the Series 3200 or Acom system with 90 days prior written notice remaining in the Maintenance Supplement.

NOW THEREFORE, the Customer and Zetron hereby agree to amend the Maintenance Supplement in the following manner:

1. **Attachment B-2, Fees:** This attachment is deleted and superseded in its entirety by the revised attachment, Attachment B-3, attached to this AMENDMENT and incorporated into the Maintenance Supplement.
2. **Section 4.1, under "Pricing and Service", shall be amended and replaced in its entirety with:** The price for the Service covered by this Maintenance Service Supplement is set forth in Attachment B-3. Fees for services outside the scope of this Maintenance Supplement including related travel expenses as referenced in Section 4.2.5 herein, and any obligation concerning the provision of or payment for such out of scope services, are subject to a written amendment to this Maintenance Supplement. The price for each twelve-month or three-month service period, as applicable, shall be paid in advance during the term of this Maintenance Supplement.
3. **Section 5.1, shall be amended and replaced in its entirety with:** The term of this Maintenance Supplement as stated in Attachment B-3 shall be from November 22, 2006 through June 30, 2014 ("Term"). This term may be renewed for up to one (1) one-year term at the then-current Service Plan fee unless terminated as provided in Section 5.2 of the Maintenance Supplement.
4. Except as provided herein, all remaining terms, conditions and provisions of the Maintenance Supplement are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the Maintenance Supplement.
5. A copy of the AMENDMENT shall be attached to the original Maintenance Supplement executed by the County on January 5, 2007.

IN WITNESS WHEREOF, Customer and Zetron have executed this AMENDMENT as of the day and year written below:

**Customer
COUNTY OF MONTEREY**

ZETRON, INC.

By: [Signature]
Contracts/Purchasing Manager

Date: 6-19-13

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form

By: [Signature]
Deputy County Counsel

Date: 6-18-13

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 6-18-13

Approved as to Liability Provisions

By: _____
Risk Management

Date: _____

By: [Signature]
(Signature of Chair, President, or Vice-President)

Thomas W. GILES, VICE
Name and Title

Date: MAY 22, 2013

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) BRENT DIPPIE
SR. VP, C.O.O. & TREASURER
Name and Title

Date: MAY 22, 2013

ATTACHMENT B-3

FEES

GOLD SERVICE PLAN ("Service Plan")
for County of Monterey, California ("Customer")

System I.D. #143317

Annual Service Plan Fee From 7/1/2013 through 6/30/2014	\$83,072.27 US dollars
Term of Service Plan	Commencing on November 22, 2006 and ending on June 30, 2014
Fee to Restore Warranty (Lapsed Warranty) , if applicable	N/A

NOTES: The Service Plan fee shall be paid as follows:

<u>Service Plan Fee</u>	<u>Service Period</u>
\$20,768.07	07/01/13 through 9/30/13
• ACOM \$9,704.92	
• S3200 \$11,063.15	
•	
\$20,768.07	10/01/13 through 12/31/13
• ACOM \$9,704.92	
• S3200 \$11,063.15	
•	
\$20,768.07	01/01/14 through 3/31/14
• ACOM \$9,704.92	
• S3200 \$11,063.15	
•	
\$20,768.07	04/01/14 through 6/30/14
• ACOM \$9,704.92	
• S3200 \$11,063.15	

Each installment is due to Zetron prior to the beginning of each service period.

Taxes are not included in the above amounts. Invoice totals shall include any applicable taxes.

AMENDMENT #3 TO MAINTENANCE SERVICE SUPPLEMENT County of Monterey and Zetron, Inc.

THIS AMENDMENT is made to the Maintenance Service Supplement, as amended, hereinafter referred to as "Maintenance Supplement" between **Zetron, Inc.**, hereinafter referred to as "**ZETRON or Zetron**", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "**CUSTOMER**" or "**Customer**".

WHEREAS, the Customer and Zetron wish to extend the term of the Maintenance Supplement through June 30, 2013 with the provision for cancellation of Maintenance services for either the Series 3200 or Acom system with 90 days prior written notice remaining in the Maintenance Supplement.

NOW THEREFORE, the Customer and Zetron hereby agree to amend the Maintenance Supplement in the following manner:

1. **Attachment B-1, Fees:** This attachment is deleted and superseded in its entirety by the revised attachment, Attachment B-2, attached to this AMENDMENT and incorporated into the Maintenance Supplement.
2. **Section 4.1, under "Pricing and Service", shall be amended and replaced in its entirety with:** The price for the Service covered by this Maintenance Service Supplement is set forth in Attachment B-2. Fees for services outside the scope of this Maintenance Supplement including related travel expenses as referenced in Section 4.2.5 herein, and any obligation concerning the provision of or payment for such out of scope services, are subject to a written amendment to this Maintenance Supplement. The price for each twelve-month or three-month service period, as applicable, shall be paid in advance during the term of this Maintenance Supplement.
3. **Section 5.1, shall be amended and replaced in its entirety with:** The term of this Maintenance Supplement as stated in Attachment B-2 shall be from November 22, 2006 through June 30, 2013 ("Term"). This term may be renewed for up to one (1) one-year term at the then-current Service Plan fee unless terminated as provided in Section 5.2 of the Maintenance Supplement.
4. Except as provided herein, all remaining terms, conditions and provisions of the Maintenance Supplement are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the Maintenance Supplement.
5. A copy of the AMENDMENT shall be attached to the original Maintenance Supplement executed by the County on January 5, 2007.

IN WITNESS WHEREOF, Customer and Zetron have executed this AMENDMENT as of the day and year written below:

Customer		ZETRON, INC.
COUNTY OF MONTEREY		
By: <u>[Signature]</u>	Contract Purchasing Manager	
Date: <u>JUL 09 2012</u>		
By: _____	Department Head (if applicable)	By: <u>[Signature]</u>
Date: _____		(Signature of Chair, President, or Vice-President)
By: _____	Board of Supervisors (if applicable)	<u>PRESIDENT & CEO.</u>
Date: _____		Name and Title
Approved as to Form		Date: <u>JUNE 19, 2012.</u>
By: <u>[Signature]</u>	Deputy County Counsel	By: <u>[Signature]</u>
Date: <u>7/3/2012</u>		(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
Approved as to Fiscal Provisions		<u>SR. VP & TREASURER.</u>
By: <u>[Signature]</u>	Auditor/Controller	Name and Title
Date: <u>7-5-12</u>		Date: <u>JUNE 19, 2012.</u>
Approved as to Liability Provisions		
By: _____	Risk Management	
Date: _____		

JUL 06 2012 [Signature]

ATTACHMENT B-2

FEES

GOLD SERVICE PLAN ("Service Plan")
for County of Monterey, California ("Customer")

System I.D. #143317

Annual Service Plan Fee From 7/1/2012 through 6/30/2013	\$79,116.45 US dollars
Term of Service Plan	Commencing on November 22, 2006 and ending on June 30, 2013
Fee to Restore Warranty (Lapsed Warranty) , if applicable	N/A

NOTES: The Service Plan fee shall be paid as follows:

<u>Service Plan Fee</u>	<u>Service Period</u>
\$19,779.12	07/01/12 through 9/30/12
• ACOM \$9,242.78	
• S3200 \$10,536.34	
•	
\$19,779.11	10/01/12 through 12/31/12
• ACOM \$9,242.78	
• S3200 \$10,536.33	
•	
\$19,779.11	01/01/13 through 3/31/13
• ACOM \$9,242.78	
• S3200 \$10,536.33	
•	
\$19,779.11	04/01/13 through 6/30/13
• ACOM \$9,242.78	
• S3200 \$10,536.33	

Each Installment is due to Zetron prior to the beginning of each service period.

Taxes are not included in the above amounts. Invoice totals shall include any applicable taxes.

AMENDMENT #2 TO MAINTENANCE SERVICE SUPPLEMENT County of Monterey and Zetron, Inc.

THIS AMENDMENT is made to the Maintenance Service Supplement hereinafter referred to as "Maintenance Supplement" between **Zetron, Inc.**, hereinafter referred to as "**ZETRON** or **Zetron**", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "**CUSTOMER**" or "**Customer**".

WHEREAS, the Customer intends to upgrade its Customer Premise Equipment (CPE) and Emergency Communications Radio System console system and contracts for these systems have been awarded to other vendors;

WHEREAS, the Customer and Zetron wish to extend the term of the Maintenance Supplement through June 30, 2012 with the provision for cancellation of Maintenance services for either the Series 3200 or Acom system with 90 days prior written notice remaining in the Maintenance Supplement so that the Customer may cancel upon completion of upgrades.

NOW THEREFORE, the Customer and Zetron hereby agree to amend the Maintenance Supplement in the following manner:

1. **Attachment B, Fees:** This attachment is deleted and superseded in its entirety by the revised attachment, Attachment B-1, attached to this AMENDMENT and incorporated into the Maintenance Supplement.
2. **Section 4.1, under "Pricing and Service", shall be amended and replaced in its entirety with:** The price for the Service covered by this Maintenance Service Supplement is set forth in Attachment B-1. Fees for services outside the scope of this Maintenance Supplement including related travel expenses as referenced in Section 4.2.5 herein, and any obligation concerning the provision of or payment for such out of scope services, are subject to a written amendment to this Maintenance Supplement. The price for each twelve-month or three-month service period, as applicable, shall be paid in advance during the term of this Maintenance Supplement.
3. **Section 4.2.5 shall be amended and replaced in its entirety with:** Travel-related expenses and any ZETRON onsite charges in providing the Service shall be paid by CUSTOMER. Any costs in excess of those defined in this Maintenance Supplement shall be approved, in writing, in advance.
4. **Section 5.1, shall be amended and replaced in its entirety with:** The term of this Maintenance Supplement as stated in Attachment B-1 shall be from November 22, 2006 through June 30, 2012 ("Term"). This term may be automatically renewed for up to one (1) one year term at the then-current Service Plan fee unless terminated as provided in Section 5.2 of the Maintenance Supplement.
5. Except as provided herein, all remaining terms, conditions and provisions of the Maintenance Supplement are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the Maintenance Supplement.

6. A copy of the AMENDMENT shall be attached to the original Maintenance Supplement executed by the County on January 5, 2007.

IN WITNESS WHEREOF, Customer and Zetron have executed this AMENDMENT as of the day and year written below:

Customer <u>COUNTY OF MONTEREY</u> By: <u>[Signature]</u> Contracts/Purchasing Manager <u>Office</u> Date: <u>10-4-11</u> By: _____ Department Head (if applicable) Date: _____ By: _____ Board of Supervisors (if applicable) Date: _____ Approved as to Form By: <u>[Signature]</u> County Counsel Date: <u>8/23/11</u> Approved as to Fiscal Provisions By: <u>[Signature]</u> Auditor/Controller Date: <u>8/23/11</u> Approved as to Liability Provisions By: _____ Risk Management Date: _____	ZETRON, INC. By: <u>[Signature]</u> (Signature of Chair, President, or Vice-President) Ellen O'Hara President / C.E.O. Name and Title Date: <u>August 5, 2011</u> By: <u>[Signature]</u> (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) Brent Dippie, Treasurer Name and Title Date: <u>August 4, 2011</u>
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ATTACHMENT B-1

FEES

*GOLD SERVICE PLAN ("Service Plan")
for County of Monterey, California ("Customer")*

System I.D. #143317

Annual Service Plan Fee from 11/22/06 through 6/30/11	\$ 71,760 US dollars
Annual Service Plan Fee From 7/1/2011 through 6/30/2012	\$75,349 US dollars
Term of Service Plan	Commencing on November 22, 2006 and ending on June 30, 2012
Fee to Restore Warranty (Lapsed Warranty), if applicable	N/A

NOTES: The Service Plan fee shall be paid as follows:

<u>Service Plan Fee</u>	<u>Service Period</u>
\$43,653.97	11/22/06 through 6/30/07
\$71,760.00	07/01/07 through 6/30/08
\$71,760.00	07/01/08 through 6/30/09
\$71,760.00	07/01/09 through 6/30/10
\$71,760.00	07/01/10 through 6/30/11
\$18,837.25	07/01/11 through 9/30/11
• ACOM \$8,801.75	
• S3200 \$10,035.50	
\$18,837.25	10/01/11 through 12/31/11
• ACOM \$8,801.75	
• S3200 \$10,035.50	
\$18,837.25	01/01/12 through 3/31/12
• ACOM \$8,801.75	
• S3200 \$10,035.50	
\$18,837.25	04/01/12 through 6/30/12
• ACOM \$8,801.75	
• S3200 \$10,035.50	

Each installment is due to Zetron prior to the beginning of each service period.

This Service Plan offered Customer a two (2) year option to renew at the annual Service Plan fee referenced above for the initial term ending June 30, 2009. Zetron contacted Customer prior to the expiration of the initial term to discuss this option. Customer exercised this option at the then-current annual Service Plan fee above prior to June 30, 2009.

Taxes are not included in the above amounts. Invoice totals shall include any applicable taxes.

AMENDMENT #1 TO AGREEMENT

COUNTY OF MONTEREY & MONTEREY COUNTY PETROLEUM

THIS AMENDMENT is made to the AGREEMENT (REF #0737) for the provision of support services for hardware and software by and between ZETRON, 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 clarify the amount of the AGREEMENT.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Attachment B - Fees - The Service Plan Fee in the amount of \$43,653.97 for the Service Period November 22, 2006 through June 30, 2007 shall remain the same. The sales tax at the rate of 7.75% shall be \$3,383.18. Total amount for the period from 11/22/06 through 06/30/07 shall be \$47,037.15

2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

3. A copy of the AMENDMENT shall be attached to the original AGREEMENT dated

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

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Manager

By [Signature]
Company Representative

Dated 6/26/07

Printed Name BRENT DIERRE
SE. VA REG. CO.

Dated MAY 22, 2007

APPROVED AS TO FORM:

Assistant County Counsel

Dated _____
