

**AMENDMENT # 1 TO AGREEMENT #A-10267
BETWEEN
THE COUNTY OF MONTEREY &
D&S COMMUNICATIONS, INC.**

This Amendment # 1 to AGREEMENT #A-10267 is made and entered into by and between the **County of Monterey**, a political subdivision of the State of California, hereinafter referred to as “**COUNTY**”, and **D & S Communications, Inc.**, hereinafter referred to as “**CONTRACTOR**”.

WHEREAS, the COUNTY invited proposals through Request for Proposals (RFP #10267) on November 17, 2010 for the provision of maintenance services and technical support for the Ericsson phone system; and

WHEREAS, on December 21, 2010, the CONTRACTOR submitted a proposal in response to RFP #10267;

WHEREAS, on or about June 7, 2011 the COUNTY and CONTRACTOR entered into a contract for the services specified in RFP #10267;

WHEREAS, COUNTY and CONTRACTOR wish to amend AGREEMENT #A-10267 to extend the term and increase the total amount of the AGREEMENT to compensate maintenance and technical support services performed during the additional time period added to the AGREEMENT;

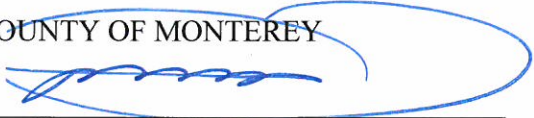
NOW THEREFORE, COUNTY and CONTRACTOR hereby agree to amend AGREEMENT #A-10267 as follows:

1. **Section 3.1, “TERM OF AGREEMENT.”** shall be amended to read, “The initial term shall commence with the signing of the AGREEMENT through and including ~~September 13, 2013~~ April 30, 2015”.
2. **Section 4.1,** shall be amended to read, “It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the following pricing sheets attached hereto:
4.1.1 ~~EXHIBIT B – PRICING SHEET~~
4.1.2 ~~EXHIBIT C – AASTRA ESCALATION TECHNICAL SUPPORT PRICING~~
~~———— (ETS BASIC COVERAGE) ————~~
4.1.1 EXHIBIT B1 – PRICING SHEET
4.1.3 EXHIBIT D – TIME & MATERIALS
4.1.42 All prices quoted include the cost of work performed on weekends or after business hours.
3. **Section 4.2.2,** shall be amended to read The total AGREEMENT liability of the County shall not exceed ~~\$385,410~~ \$501,756.91 over the term of the AGREEMENT.”
4. **Exhibit B, “Pricing Sheet”** shall be removed.

5. Exhibit C, "AASTRA Escalation Technical Support Pricing (ETS Basic Coverage)" shall be removed.
6. Exhibit B-1, "Pricing" shall be added to the Agreement.
7. A copy of this AMENDMENT No. 1 shall be attached to the original AGREEMENT #A-10267 dated June 7, 2011.

IN WITNESS WHEREOF, the parties have executed the AMENDMENT No. 1 as of the date set forth below their respective signatures.

COUNTY OF MONTEREY



 Contracts/Purchasing Officer

Dated: 4-16-13

Approved as to Fiscal Provisions:



 Deputy Auditor/Controller

Dated: 4-12-13

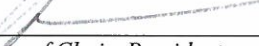
Approved as to Form:



 Deputy County Counsel

Dated: 4-11-13

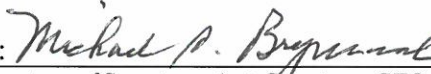
D&S COMMUNICATIONS, INC.

By: 

 Signature of Chair, President, or
 Vice-President

Jason Kubesch, CEO + President
 Printed Name and Title

Dated: 3/27/13

By: 

 (Signature of Secretary, Asst. Secretary, CFO,
 Treasurer or Asst. Treasurer)

MICHAEL S. BRYNIARSKI, VP-SECY
 Printed Name and Title

Dated: 3/27/2013

LOGGED
 APR 15 2013

EXHIBIT B-1 PRICING

I. The hardware and software support will be provided in a two tier format. D&S will provide the technical and software support and will escalate the trouble to AASTRA as needed. The pricing table below identifies the cost of each of the categories for the two tier support.

Main Site	June 2011 - April 30, 2012	May 1, 2012 - April 30, 2013	May 1, 2013 - April 30, 2014	May 1, 2014 - April 30, 2015	Notation
Technical Assurance Support Program (TASP) (MX-ONE, Solidus)	\$ 46,974.00	\$ 46,974.00	\$ 46,648.35	\$ 47,822.70	
Hardware Assurance Program (HAP)	\$ 16,911.00	\$ 16,911.00	\$ 17,333.78	\$ 17,756.55	
Service Pack Program (SPP) MX-ONE			\$ 9,225.00	\$ 9,450.00	
Service Pack Program MD110	\$ 9,000.00	\$ 9,000.00			
Service Pack Program DNA	\$ 2,700.00	\$ 2,700.00			
SPP Solidus	\$ 4,500.00	\$ 4,500.00	\$ 4,612.50	\$ 4,725.00	
SPP Lab	\$ -	\$ -	\$ 1,496.50	\$ 1,533.00	
NMC					
Technical Support Program	\$ 12,282.00	\$ 12,282.00	\$ 12,589.05	\$ 12,896.10	
Hardware Assurance Program	\$ 4,422.00	\$ 4,422.00	\$ 4,532.55	\$ 4,643.10	
Service Pack Program MD110	\$ 3,000.00	\$ 3,000.00	\$ 3,075.00	\$ 3,150.00	
Service Pack Program DNA	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	
Service Pack Program Solidus	\$ 1,500.00	\$ 1,500.00	\$ 1,537.50	\$ 1,575.00	
911 Center					
Technical Support Program	\$ 1,250.00	\$ 1,250.00	\$ 1,281.25	\$ 1,312.50	
Subtotal support	\$ 104,039.00	\$ 104,039.00	\$ 102,331.48	\$ 104,863.95	
Aastra Escalation Technical Support (Basic Coverage)					
Main Phone System – TSE	\$ 8,171.25	\$ 8,171.25	\$ 8,293.20	\$ 4,146.60	*Escalation support expires Oct 14, 2014 to coincide with SWA expiration.
Main Phone System - Solidus	\$ 3,985.59	\$ 3,985.59	\$ -	\$ -	*Escalation expires June 25, 2015
TSE Lab	\$ -	\$ -	\$ 625.00	\$ 625.00	
911 – TSW	\$ 325.00	\$ 325.00	\$ 625.00	\$ 625.00	
NMC – TSW	\$ 3,145.00	\$ 3,145.00	\$ 3,145.00	\$ 3,145.00	
Total AASTRA Escalation	\$ 15,626.84	\$ 15,626.84	\$ 12,688.20	\$ 8,541.60	
Travel	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	
Subtotal Yearly	\$ 128,165.84	\$ 128,165.84	\$ 123,519.68	\$ 121,905.55	

Software Assurance (SWA) - The software expiration is listed on the table below:

Software Assurance (SWA)	Software Expiration
MX-ONE TSE main	Expires Oct 2014
MX-ONE TSE lab	Expires Dec 2014
Solidus	Expires June 2015

*The escalation to AASTRA will not be available after the date specified. D&S will continue to provide the first tier support.