

**AMENDMENT NO.1 TO RATIFY, EXTEND AND AMEND AGREEMENT FOR RADIO
COMMUNICATION SERVICES
Contra Costa County**

This Amendment No. 1 (this "Amendment") is entered into on and effective as of the 9th day of December, 2011, ratifying, extending and amending the Agreement for Radio Communication Services (Contra Costa County) dated December 9, 2008 (the "Agreement") by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and Contra Costa County, a subdivision of the State of California ("County") (collectively, the "Parties").

RECITALS

- A. The Parties desire to alter the Agreement's scope of work to provide for County's annual maintenance and service of City's police department radio equipment; and
- B. The Parties desire to extend the Agreement for a period of one year; and
- C. The Parties have negotiated and agreed to a revised scope of work and fee schedule, which is attached to and incorporated in this Amendment by this reference as Exhibit "A," Scope of Services and Fees.
- D. Prior to this Amendment becoming effective, the Parties performed pursuant to the terms of the Agreement, and the parties desire to ratify any work that occurred from December 9, 2011 to the date this Amendment is approved by County's Board of Supervisors.

AGREEMENT

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

- 1. Pursuant to Section 2 (Term), of the Agreement, the Agreement, is hereby extended for a period of one year, and will expire on December 9, 2012 unless otherwise extended by the Parties. Exhibit "A" to the Agreement, which describes the Services, is hereby deleted and replaced with Exhibit "A" attached hereto.
- 2. The Parties hereby ratify any work that was completed from December 9, 2011, to the date this Amendment is approved by County's Board of Supervisors.
- 3. Except as amended herein, all other provisions of the Agreement, will remain in full force and effect.
- 4. All requisite insurance policies to be maintained by County pursuant to the Agreement, as may have been amended from time to time, shall include coverage for the amended term, as described above.

5. The individuals executing this Amendment on behalf of County and City, respectively, each represent and warrant that they have the legal power, right and actual authority to bind County and City to the terms and conditions of this Amendment.

COUNTY:

CITY:

By: _____
David Twa, County Administrator

By: _____
Paul R. Eldredge, City Manager

ATTEST:

By: _____
Margaret Wimberly, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Sharon L. Anderson, County Counsel

By: _____
Damien Brower, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES AND FEES

The County Department of Information Technology will provide yearly maintenance on two City police department base station radio repeaters and its in-band repeater at an annual fee of \$1,800.00 as well as providing any requested radio communication services at the rate of
(i) \$105 an hour for services performed between December 9, 2011 and June 30, 2012 and
(ii) \$120 an hour for services performed between July 1, 2012 and December 9, 2012,
plus the cost of any materials and required equipment.