

**AMENDMENT #1 TO MEMORANDUM OF AGREEMENT RE
NEXT GENERATION RADIO SYSTEM JOINT GOVERNANCE
AND FINANCING**

THIS AMENDMENT is made to the Memorandum of Agreement Re: Next Generation Radio System Joint Governance and Financing (“NGEN Financing Agreement”) between **City of Salinas**, hereinafter referred to as “AGENCY”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

WHEREAS, on May 12, 2009, the County executed the NGEN Financing Agreement between the County and Agency as well as other NGEN Participating Agencies (“Cities” and “non-County entities”) and the NGEN Financing MOU provided that all agencies shall be responsible for subscriber equipment at the expense of the individual participating agency;

WHEREAS, the “NGEN RFP Review and Selection Committee” defined in Section 2.C. of the NGEN Financing Agreement has completed review of responses to the RFP and anticipates awarding a Purchase Agreement (hereinafter referred to as “System Purchase Agreement”) to Harris Corporation (“Vendor”);

WHEREAS, Vendor proposal included a significant price discount which includes a Minimum Purchase Requirement of Subscriber Equipment with an aggregate purchase price value not to exceed \$7,209,054 and the County intends to purchase Subscriber Equipment with an aggregate purchase value of at least \$4,409,054 and the City of Monterey intends to purchase Subscriber Equipment with an aggregate purchase value of at least \$900,000.

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

1. Section 3. B “Agency Voice Equipment”, shall be added to read:

“Section 3.B (1) Agency commits to purchase and take delivery of subscriber radios from Vendor having an aggregate purchase value before tax of at least \$1,900,000 before July 1, 2012. Agency shall comply with the purchase process provided by Vendor in order to ensure that the radios purchased will be included in the County’s radio commitment. Vendor shall bill Agency directly for equipment.

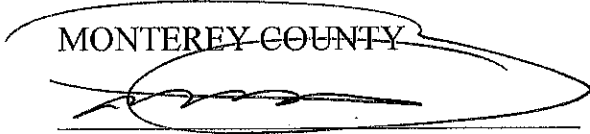
Section 3.B (2) If Agency fails to purchase the minimum purchase requirement specified herein, County may purchase additional radios necessary to meet the Minimum Aggregate Purchase Requirement and shall deduct those costs from property taxes due to Agency using the same mechanism provided in Section 5.B.(3) of the Agreement related to debt service. County shall attempt to consult with Agency in advance of purchase so that Agency may elect to take control of those purchased radios after costs have been recovered from Property Tax but County shall have no obligation to purchase radios which are optimal to the Agency.

Section 3.B (3) If County or other users purchase additional radios that meet the minimum purchase requirement, the total aggregate purchase value for Agency may be reduced. Any reduction in the purchase value of Agency’s total commitment will be

negotiated between County and Agency as well as any other agency that signs an amendment related to radio purchase equipment. Any inability to reach a negotiated number as to an agency's total commitment shall be referred to ECUAC. ”

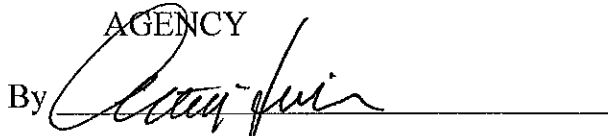
2. **Section 3. C, “TERM OF AGENCY RADIO COMMITMENT” shall be added to read:** “In the event that a Purchase Agreement is not executed between the County and Harris on behalf of the Cities and non-County entities, this Amendment shall automatically terminate.”
3. Except as provided herein, all remaining 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.
4. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on May 12, 2009.

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

MONTEREY COUNTY


Contracts/Purchasing Officer

Dated 2-1-11

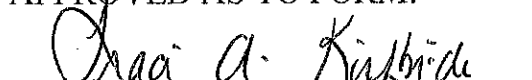
AGENCY
By 

City Manager

Printed Name Anthe Fields

Dated 11/23/10

APPROVED AS TO FORM:


Deputy County Counsel

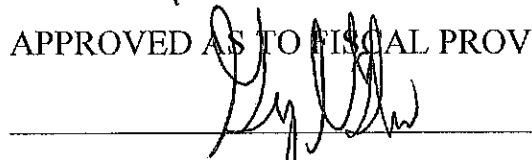
Dated: 1/28/11

APPROVED AS TO FORM:


City Attorney

Dated: 11.09.2010

APPROVED AS TO FISCAL PROVISIONS:


Auditor-Controller

Dated 1-28-11

**AMENDMENT #2 TO MEMORANDUM OF AGREEMENT RE
NEXT GENERATION RADIO SYSTEM JOINT GOVERNANCE
AND FINANCING**

THIS AMENDMENT is made to the Memorandum of Agreement Re: Next Generation Radio System Joint Governance and Financing (“NGEN Financing Agreement”) between **City of Monterey**, hereinafter referred to as “AGENCY”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

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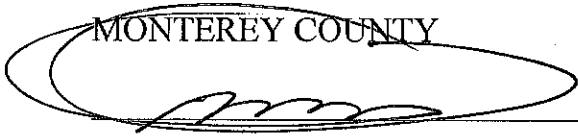
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Section 3.B (3) If County or other users purchase additional radios that meet the minimum purchase requirement, the total aggregate purchase value for Agency may be reduced. Any reduction in the purchase value of Agency’s total commitment will be

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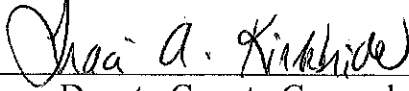
IN WITNESS WHEREOF, the parties have executed the AMENDMENT on the day and year written below.

MONTEREY COUNTY


Contracts/Purchasing Officer

Dated 2-1-11

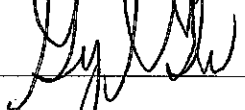
APPROVED AS TO FORM:



Deputy County Counsel

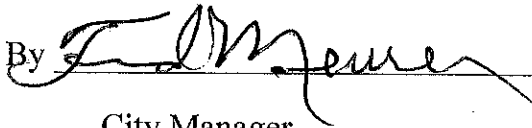
Dated: 1/28/11

APPROVED AS TO FISCAL PROVISIONS:



Auditor-Controller

Dated 1-28-11

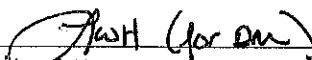
AGENCY
By 

City Manager

Printed Name Fred Meurer

Dated 11/20/2010

APPROVED AS TO FORM:



City Attorney

Dated: 1/16/2010