

**SECOND AMENDMENT TO NEXT GENERATION RADIO SYSTEM
IMPLEMENTATION AGREEMENT BETWEEN THE MARIN
EMERGENCY RADIO AUTHORITY AND THE COUNTY OF MARIN**

THIS SECOND AMENDMENT is entered into as of October 8, 2019 by and between the County of Marin, a political subdivision of the State of California, hereinafter referred to as "County" and the Marin Emergency Radio Authority, hereinafter referred to as "MERA", each a "Party, and collectively referred to herein as "Parties"; and

WHEREAS, MERA and County entered into the Next Generation Radio System Implementation Agreement ("Agreement") on June 30, 2015, with an Effective Date of July 1, 2015;

WHEREAS, on July 9, 2019, MERA and County entered the First Amendment to the Next Generation Radio System Implementation Agreement ("First Amendment"), which extended the term of the Agreement by three (3) months to September 30, 2019;

WHEREAS, pursuant to the Agreement and the First Amendment, the County Department of Public Works ("DPW") provides certain technical, operations, administration and engineering services in connection with implementation of the Next Gen System (the "Project");

WHEREAS, the First Amendment is set to terminate on the earlier of September 30, 2019 or the date on which MERA provides notice to DPW that the Project is complete and has been accepted by MERA;

WHEREAS, the Parties are still in negotiations to amend the Agreement, but have not finalized the terms and conditions. Therefore, to avoid delay in services, the Parties seek to enter into this Second Amendment to extend the term of the Agreement and First Amendment by an additional three (3) months and to have DPW continue to provide the services set forth in the Agreement.

NOW, THEREFORE, IT IS AGREED by and between MERA and County that the Agreement is amended as follows:

1. Paragraph 10 of the Agreement and First Amendment (Term of Agreement) is hereby amended to read as follows:

TERM OF AGREEMENT:

The term of this Agreement shall begin on the Effective Date and shall terminate on the date that is the earlier of December 31, 2019 or the date on which MERA provides written notice to DPW that the Project is complete and has been accepted by MERA. Upon mutual written agreement between the Parties, the Agreement may be renewed for successive one year periods. Either Party can terminate this agreement at any time by providing ninety (90) days written notice to the other Party. County shall be compensated for all services performed during the term of the Agreement, including the notice period.

2. Except as otherwise provided herein, all terms and conditions of the Agreement and First Amendment shall remain in full force and effect.

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10/8/19
CA-9F

IN WITNESS whereof, the Parties hereto have executed this Second Amendment as of the day and year first written above.

Attest:

COUNTY OF MARIN

Deputy
Nancy Henderson
Clerk

By: [Signature]
President, Board of Supervisors

Approved as to Form:

[Signature]
Deputy County Counsel

Attest:

MARIN EMERGENCY RADIO AUTHORITY

[Signature]
Secretary

By: [Signature]
President, Governing Board

Approved as to Form:

[Signature]
General Counsel