

ATTACHMENT A

Amendment to Agreement with E.F. Johnson Company

**FIRST AMENDMENT TO
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
BY AND BETWEEN
COUNTY OF SANTA BARBARA
AND
E.F. JOHNSON COMPANY**

THIS FIRST AMENDMENT (“First Amendment”) to Agreement for Services of Independent Contractor is made by and between the County of Santa Barbara, a political subdivision of the State of California (“County”), and E.F. Johnson Company, a Minnesota corporation (“Contractor”) registered to do business in California, whose principal place of business is located at 1440 Corporate Drive, Irving, Texas 75038.

WHEREAS, the County and Contractor are parties to that certain **Agreement for Services of Independent Contractor BC21094** dated July 13, 2021 (“Agreement”); and

WHEREAS, the County and Contractor desire to amend the Scope of Services to be performed by Contractor under the Agreement, and to increase the maximum contract amount available for payment to Contractor under the Agreement by Four Million, Two Hundred Fifty-Three Thousand, Eight Hundred Eighty-Three Dollars (\$4,253,883), for an amended maximum contract amount of Thirty Four Million, Four Hundred Ninety-Three Thousand, Six Hundred Ninety-Two Dollars (\$34,493,692).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree to amend the Agreement as follows:

1. The Agreement is hereby amended by deleting all “Proprietary and Confidential” notations from the Exhibits and Attachments to the Agreement, as the parties hereto understand and agree that the Agreement and all Exhibits and Attachments thereto are public records.
2. The Agreement is hereby amended by adding new Exhibit A-3 in the form attached hereto as Exhibit A-3 and incorporated herein by this reference.
3. The first bulleted paragraph (“VHF Conventional Mobile and Portable On-Street”) of Section A-1.2.2.1 (“Coverage Requirements”) of Volume I of V of Exhibit A-1 to the Agreement is hereby amended by replacing the first bulleted paragraph (“VHF Conventional Mobile and Portable On-Street”) of Section A-1.2.2.1 (“Coverage Requirements”) of Volume I of IV of Exhibit A-1 to the Agreement to read in its entirety as follows:
 - VHF Conventional Mobile and Portable On-Street: See Section **1 (Coverage Improvements) and Attachment 2** to Exhibit A-3 (VHF Enhanced Design).
4. The third paragraph of Section A-1.1.1 of Volume I of V of Exhibit A-1 to the Agreement (VHF Simulcast System) is hereby amended by adding the sites listed in Section **2 (New Site Details)** of Exhibit A-3.

First Amendment to Agreement for Services of Independent Contractor BC21094
PSRN System and Installation Contract

5. The VHF Subsystem table set forth in Section A-1.1.4.2.1 of Volume I of V of Exhibit A-1 to the Agreement is hereby amended to include the additional equipment listed in Section **3 (New Site Equipment)** of Exhibit A-3.
6. Section A-1.1.4.4 (Microwave Backhaul Topology) of Volume I of V of Exhibit A-1 to the Agreement is hereby amended by adding the contents of Section **4 (M/W and MPLS)** of Exhibit A-3.
7. Section A-1.3 (Project Management, Implementation and Migration) of Volume II of V of Exhibit A-1 to the Agreement is hereby amended by adding the contents of Section **5 (Service)** of Exhibit A-3.
8. Section A-1.5. of Volume I of V of Exhibit A-1 to the Agreement is hereby amended by adding the contents of Section **6 (Warranty and Maintenance)** of Exhibit A-3.
9. Exhibit B-1 (Payment Arrangements) is hereby amended by adding new **Exhibit B-1.1 (VHF Enhanced Payment Arrangements)** in the form attached hereto as Exhibit A-3 and incorporated herein by this reference.
10. Exhibit B-2 (Pricing Workbook) is hereby amended by adding new **Exhibit B-2.1 (VHF Enhanced Pricing)** in the form attached hereto as Exhibit B-2 and incorporated herein by this reference.
11. Effectiveness of Agreement. Except as expressly modified by Sections 1-10 above, all of the provisions of the Agreement remain in full force and effect.
12. Authority. Each of the parties hereto represents and warrants that such party's respective signatories to this First Amendment have the power and authority to enter into this First Amendment in the capacities set forth in such party's signature block(s), below, and such party has fully complied with all formal requirements necessary for such party to enter into this First Amendment, and for this First Amendment to be legally binding on such party. Contractor hereby certifies and warrants that entering into this First Amendment shall not cause Contractor to breach the terms or conditions of any other contract or agreement to which Contractor is a party or which is otherwise binding on Contractor.
13. Counterparts. This First Amendment may be executed in several counterparts, all of which taken together shall be deemed to be originals and shall constitute a single agreement between the parties hereto.

First Amendment to Agreement for Services of Independent Contractor BC21094
PSRN System and Installation Contract

Amendment No. 1 to the Agreement for Services of Independent Contractor E.F. Johnson Company between the County of Santa Barbara and E.F. Johnson Company.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to be effective as of the first date fully executed by all of the parties hereto.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board


COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Das Williams, Chair
Board of Supervisors


Date: _____

Recommended for Approval
Information Technology Department
Chris Chirgwin

By:  _____
Chief Information Officer


APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By:  _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By:  _____
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

By:  _____

First Amendment to Agreement for Services of Independent Contractor BC21094
PSRN System and Installation Contract

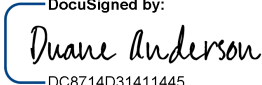
CONTRACTOR SIGNATURE PAGE

Amendment No. 1 to the Agreement for Services of Independent Contractor **E.F. Johnson Company** between the **County of Santa Barbara** and **E.F. Johnson Company**.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to be effective as of the first date duly executed by all of the parties hereto.

CONTRACTOR

E.F. Johnson Company,
a Minnesota corporation

DocuSigned by:
Duane Anderson
By:  DC8714D31411445

Duane Anderson
President & Chief Executive Officer

First Amendment to Agreement for Services of Independent Contractor BC21094
PSRN System and Installation Contract

Exhibit A-3

VHF Enhanced Design

(Attached separately)

First Amendment to Agreement for Services of Independent Contractor BC21094
PSRN System and Installation Contract

EXHIBIT B-1.1
(Attached separately)

First Amendment to Agreement for Services of Independent Contractor BC21094
PSRN System and Installation Contract

EXHIBIT B-2.1

Pricing

(Attached separately)