

**AMENDMENT TO THE
RADIO SYSTEM AGREEMENT
BETWEEN THE CITY OF SAN ANTONIO, BEXAR
COUNTY
AND
DAILEY & WELLS COMMUNICATIONS, INC.**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This AMENDMENT TO THE RADIO SYSTEM AGREEMENT BETWEEN THE CITY OF SAN ANTONIO, BEXAR COUNTY AND DAILEY & WELLS COMMUNICATIONS, INC. ("Amendment") is entered into by and between the City of San Antonio, a Texas Municipal Corporation ("City") and Dailey & Wells Communications, Inc. ("Dailey & Wells").

On August 19, 1999, the San Antonio City Council approved Ordinance 90319, entitled "APPROVING A CONTRACT FOR THE CONTINUING MAINTENANCE OF THE 800 MHZ TRUNKED RADIO SYSTEM AND ASSOCIATED EQUIPMENT WITH DAILEY AND WELLS COMMUNICATIONS, INC., FOR A PERIOD GENERALLY BEGINNING UPON THE EXPIRATION OF THE SYSTEM WARRANTY FROM ERICSSON, INC., AND EXTENDING FOR ONE YEAR, AND APPROVING FOR UP TO FOUR ADDITIONAL ONE YEAR PERIODS AND AUTHORIZING THE EXECUTION OF THE DOCUMENTS NECESSARY TO IMPLEMENT THE APPROVAL" ("Agreement"). A copy of this Agreement is attached hereto and incorporated by reference as **Exhibits D&E**.

Subsequent to the execution of the Agreement, Bexar County, Texas ("County") was made a third-party beneficiary of the Agreement through an interlocal agreement between the City and County. County, City and Dailey & Wells may be referred to herein collectively as the "Parties."

In anticipation of a new radio system procurement and implementation, it is necessary to amend and update the Agreement to provide for the continued maintenance of the current Public Safety Radio System, to include listed equipment in **Exhibit G** in operation and/or services purchased from Dailey & Wells and/or Harris Corporation since original system implementation, during the transition to the new radio system and to clarify existing terms and conditions.

The Parties agree to amend the Agreement to modify or add to the following provisions as follows:

Section 2. Premises

Delete this section in its entirety.

Section 5. Price

Replace Section 5.2- Pricing during optional terms. With:

5.2 Pricing during optional terms. The prices for **Exhibits A and C** shall be adjusted in accordance with the USBLS published CPI in accordance with **Exhibit D**-Statement of Work Section 21 and will remain at this rate until the Agreement is terminated. **Exhibit A** shall be updated with a current inventory of covered equipment, adjusted in accordance with **Exhibit D**-Statement of Work Section 18 (b)(3) and Section 21 starting after the expiration of the initial and option years, which was FY2010 and commences in the year the equipment was placed into service. Any billings for the updated charges shall take effect upon execution of this Amendment forward and shall not be retroactive.

Section 12. Termination

Add Section 12.5 and subsections:

12.5 Upon award of a new radio system agreement under RFP-016-035 6100007043 SAN ANTONIO PUBLIC SAFETY RADIO SYSTEM ("RFP"), to which Dailey & Wells was a respondent:

12.5.1 Only City and County may unilaterally terminate this Agreement with or without cause.

12.5.2 If City and County terminates this Agreement, for convenience or cause, or if the Agreement is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, Dailey & Wells shall assist the City and County in the orderly transition of equipment, services, software, leases, etc. between the City and/or County and any third-party vendor prior to the termination of this Agreement at the prices contained herein.

12.5.3 Dailey & Wells shall reasonably and in good faith (as it would relate to a public safety radio system that broadcasts emergency communications), assist the City and County in the transition of the radio system prior to the termination of this Agreement at the prices contained in Exhibit C herein. City/County will outline steps and/or tasks that are likely to be required from Dailey & Wells in support of transition, and the associated timeframes to the best of their ability. Upon written or email notification of each task from the City/County to the Dailey & Wells' designated

Program Manager, Dailey & Wells will provide the following support to include, but not limited to:

- assist the new vendor in interfacing/testing/configuring the existing system gateways to support the new vendor's equipment and ensuring the existing gateways are working to OEM specifications within 14 calendar days' prior written notice;
- decommissioning existing frequencies/stations as needed to support a frequency transition plan within 3 work days prior written notice;
- relocating operational equipment as needed to allow installation or colocation with new equipment with 7 calendar days' prior written notice.

12.5.4 Dailey & Wells shall provide support and services necessary to migrate systems, software licenses, stored data and spare equipment and other City/County-owned equipment, software, and hardware as provided for in Section 16 of this Amendment, prior to the termination of this Agreement at the prices contained herein.

12.5.5 Dailey & Wells shall provide documentation required to sustain operations including, but not limited to, detailed inventories, repair records, software manuals, and system configuration documents.

12.5.6 During the transition, Dailey & Wells shall make its qualified personnel reasonably available, as defined in section 12.5.3, to the City/County until the transition is complete, prior to the termination of this Agreement at the prices contained herein.

Section 13. Spare and Replacement Parts

Add Section 13.1:

13.1 The City/County, within 18 months after execution of this Amendment, agrees to purchase the Dailey & Wells inventory of the current items being maintained as spare and replacement parts dedicated for the City/County, which includes the "book value" for each item in the inventory. The resulting inventory is presented in spreadsheet form and contains at a minimum the following fields: Part or Model Number, Part or Model Description, Quantity, Unit Value, OEM Published List Price less OEM discount or Dailey Wells invoice cost, Line Subtotal (Quantity times Unit Value), Inventory Total (Sum of all line items in inventory), attached hereto as **Exhibit F** and incorporated by reference for all purposes.

Dailey & Wells agrees to inventory and store the above designated spare and replacement parts that will be purchased by either City and/or County to prevent commingling of items during final accounting, which is included in **Exhibit F**.

Section 16. Month to Month Extension

Replace current Section 16 with:

- 16 Continuation of Agreement After Expiration Date. Dailey & Wells shall continue to provide maintenance support, software and hardware under this Agreement to include listed equipment in **Exhibit G** under the fixed **Exhibit A pricing**, as well as, software and hardware in operation and/or services purchased from Dailey & Wells and/or Harris Corporation since original system implementation under the Exhibit C pricing, in keeping with the original maintenance and support Agreement and this Amendment, for a minimum of 6 months after City/County acceptance and cutover to the new radio system awarded under the RFP at the prices contained herein. The City/County agrees to maintain the existing Harris FX software program and other existing separate subcontracts (Logging recorder UPS, etc...). These may be additionally procured through Dailey & Wells above under this Agreement at prices listed herein. City/County shall give 30 days written notice of termination during the 6 month period referenced herein.

Exhibits A and C.

In order to update the list of serviced items since the execution of the Agreement, **Exhibits A and C** to the Agreement, shall be replaced by **Exhibits A and C** to this Amendment, attached hereto and incorporated by reference for all purposes.

EXECUTED and **AGREED** to as of the dates indicated below.

**DAILEY & WELLS
COMMUNICATIONS,
INC.**

CITY OF SAN ANTONIO

(Signature)

(Signature)

Printed Name: _____
Title: _____
Date: _____

Printed Name: _____
Title: _____
Date: _____

BEXAR COUNTY

By: _____
NELSON W. WOLFF
County Judge

Date: _____

ATTEST:

GERARD RICKHOFF
County Clerk

APPROVED AS TO LEGAL FORM:

PATRICIA G. PROWSE
Assistant Criminal District Attorney
Civil Section

APPROVED AS TO FINANCIAL CONTENT:

SUSAN YEATTS
County Auditor

DAVID SMITH
County Manager