

**FIRST AMENDMENT TO AGREEMENT WITH PACIFIC COAST CABLING, INC.
TO PROVIDE ON-CALL NETWORK CABLING SERVICES**

THIS FIRST AMENDMENT to the above-referenced agreement is entered into on May 21, 2024, by and between Pacific Coast Cabling, Inc., a California corporation (“Contractor”) and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On August 16, 2022, Contractor was one of three selected vendors awarded an agreement to provide on-call network cabling services for the City’s Information Technology Department pursuant to RFP 22-032. Contractor entered into Agreement No. A-2022-153-02 to provide said services. (“Agreement”).
- B. The Agreement is current and in-effect, and expires on August 16, 2025, with options to extend the term of the Agreement for up to three (3) additional one-year periods.
- C. Each awarded vendor shares in an aggregate compensation pool for services provided. City neither warrants nor guarantees any minimum or maximum compensation to Contractor and Contractor is paid only for services performed under the terms of the Agreement.
- D. During the course of the Agreement, upgrades and renovations to City Hall and other City facilities have increased the need for network cabling services beyond the budgets projected when the RFP and agreements were awarded.
- E. The parties now wish to amend the Compensation section in the Agreement to increase the total not-to-exceed amount due under the Agreement and remove the annual compensation language from the Agreement. No other changes are contemplated by this First Amendment.

The Parties therefore agree:

1. **Section 2.a., Compensation**, is amended to read as follows:

City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in **Exhibit C**. Contractor is one of three (3) contractors selected to provide network cabling services on an on-call basis under RFP 22-032. The total aggregate amount to be expended during the term of this Agreement, including any extension periods, shall not exceed One Million, Five Hundred Thousand Dollars and Zero Cents (**\$1,500,000**).

2. Except as modified by this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year first written above.

ATTEST

CITY OF SANTA ANA

JENNIFER L. HALL
City Clerk

ALVARO NUÑEZ
Acting City Manager

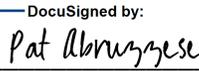
APPROVED AS TO FORM

Sonia R. Carvalho
City Attorney

CONTRACTOR

Pacific Coast Cabling, Inc. d.b.a. PCC Network Solutions

By: 
Kyle Nellesen
Assistant City Attorney

DocuSigned by:

By: ~~Pat Abruzzese~~
Title: VP of Finance

RECOMMENDED FOR APPROVAL


Jack Ciulla
Chief Technology Innovations Officer
Information Technology

City of Santa Ana PO# A-2022-153-02

Final Audit Report

2024-05-07

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