

FIRST AMENDMENT OF THE AGREEMENT FOR MAINTENANCE  
AND REPAIR OF COUNTY'S FIXED NETWORK EQUIPMENT

THIS FIRST AMENDMENT OF THE AGREEMENT FOR MAINTENANCE AND REPAIR OF COUNTY'S FIXED NETWORK EQUIPMENT, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Motorola Solutions, Inc. ("Vendor"), collectively, the "Parties."

WHEREAS, the County executed an Agreement for the purchase of maintenance and repair services for its voice and data systems' fixed network equipment through Solicitation RFP170137DLK with Vendor on the 28<sup>th</sup> day of August, 2017 ("Agreement");

WHEREAS, the County intends to move to a monthly billing period for the Agreement, during the next renewal period, under the new network system; and,

WHEREAS, the Agreement currently provides for annual payments to the Vendor; and,

WHEREAS, the County and Vendor desire to enter into this First Amendment to modify the Exhibit C. Fee Schedule to allow for monthly payments to the Vendor for the maintenance and repair services, beginning the next renewal period; and,

WHEREAS, the Parties mutually agree that the revised Exhibit C. Fee Schedule will begin on the 27<sup>th</sup> day of August, 2020; and,

WHEREAS, the Parties desire to modify the Agreement pursuant to Article XV. MISCELLANEOUS of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The Parties agree that the following Fee Schedule shall supersede the existing Fee Schedule in Exhibit C of the Agreement:

The County shall pay the Vendor as follows for services provided under this Agreement:


1. The County shall pay the Vendor an annual total amount of \$891,702.00 for monthly maintenance and support of the County's fixed network equipment as provided in this Agreement and the Solicitation. This will be invoiced at and paid monthly in advance, due on the first day of the month in the amount of \$74,308.50, with the exception of the payment for October, which will be invoiced and paid at the beginning of the renewal period. This fee shall be considered "turnkey", complete and comprehensive with no additional fees or invoicing not pre-approved by the County's Radio System Manager.
2. All parts provided by the Vendor as needed to maintain and repair the FNE system, including, but not limited to, materials, assemblies, cables and software, shall be charged to the County at a discount of 15% less than the manufacturer's published list price.
  - a. The County shall pay the Vendor an hourly rate for above contract repair services. The County shall only pay the Vendor for travel time to the site and the hours the Vendor's personnel is on site making repairs.
  - b. For repair services rendered during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, the County shall pay the Vendor One-Hundred-Dollars (\$100.00)per hour.
  - c. For repair services rendered outside the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, the County shall pay the Vendor One-Hundred-and-Fifty-Dollars (\$150.00)per hour.
3. If Vendor fails to monitor or dispatch a system defect and services exceed the mandatory response or restoration times described herein, County may chose to levy a 5% penalty per event to the Vendor. This penalty will be based on the monthly cost of the contract and will be applied to the following month's invoice.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF this First Amendment of the Agreement has been signed and sealed, in duplicate, by the respective Parties hereto.

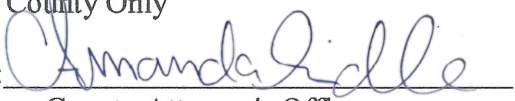
DATED this 19 day of June, 2020 by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY:   
Mary G. Tucker

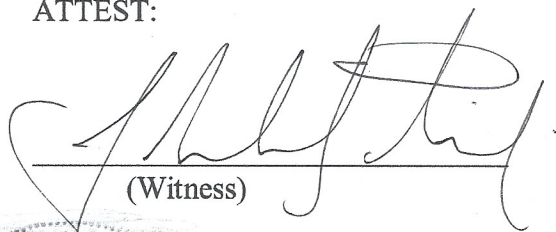
Director of Procurement Management, on behalf of the Board of County Commissioners

APPROVED as to Form for the Reliance of Lee County Only

BY:   
County Attorney's Office

DATED this 21 day of May, 2020 by Motorola Solutions, Inc.

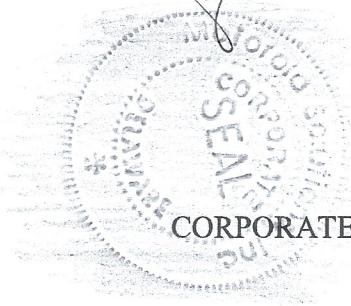
ATTEST:

  
(Witness)

BY:   
Authorized Signature

Daniel Sanchez  
Authorized Signature Printed Name

Territory Vice President  
Authorized Signature Title



CORPORATE SEAL: