

SECOND AMENDMENT TO BROWARD COUNTY P25 SYSTEM AND SERVICES MASTER AGREEMENT WITH MOTOROLA SOLUTIONS, INC.

This Second Amendment (“Second Amendment”) to the Broward County P25 System and Services Master Agreement with Motorola Solutions, Inc. is made and entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and Motorola Solutions, Inc., an active Delaware corporation registered to transact business in the State of Florida (“Motorola Solutions”) (County and Motorola Solutions are collectively referred to as the “Parties”).

RECITALS

A. On or about dated May 23, 2017, the Parties entered into the Broward County P25 System and Services Master Agreement with Motorola Solutions, Inc., which was amended by the First Amendment, dated June 28, 2018, to modify the master site and add certain additional equipment, among other changes (as amended, the “Agreement”).

B. The Agreement contemplated that certain “Eligible Purchasers” as defined in Section 5.6 of the Agreement, including municipalities and the Broward Sheriff’s Office, would be permitted to purchase subscriber equipment and subscriber equipment maintenance under the terms and conditions of the Agreement, but with the financial obligations for such purchases borne solely by the purchasing entity.

C. The Parties desire to amend the Agreement to clarify that County may also purchase subscriber equipment and subscriber equipment maintenance under the Agreement, to provide the payment terms for the purchase of subscriber equipment by County, to provide an additional not-to-exceed amount specifically applicable to County’s subscriber equipment purchases, and to include the support and maintenance costs for County subscriber equipment within the not-to-exceed amount for support and maintenance.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Motorola Solutions agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Except as expressly modified herein, all terms and conditions of the Agreement remain in full force and effect. Amendments made to this Agreement by the Second Amendment are indicated herein by use of strikethroughs to indicate deletions and double underlining to indicate additions, unless otherwise stated.

3. Section 5.6 of the Agreement is amended as follows:

5.6 Other Eligible Purchasers. Municipalities, ~~other~~ County agencies, the Broward Sheriff's Office, other special districts within Broward County, or any Authorized Third Party User (collectively, each an "Eligible Purchaser") may purchase Subscriber Equipment or Subscriber Equipment Maintenance as set forth on Exhibit A-4 under the terms of this Agreement (other than Sections 12.4 through 12.8 relating to CBEs) at the pricing set forth on Exhibit A-4, provided that said Eligible Purchaser is solely responsible for all payment and performance with respect to any such purchased Subscriber Equipment or Subscriber Equipment Maintenance. County shall not be responsible for any costs, liabilities, charges, or services relating to Subscriber Equipment or Subscriber Equipment Maintenance that may be elected or purchased by Eligible Purchasers other than County. To the extent County purchases Subscriber Equipment Maintenance for any Subscriber Equipment purchased by County, the costs for such Subscriber Equipment Maintenance shall be considered part of Support and Maintenance Services for purposes of the not-to-exceeds under Section 5.1.

4. Exhibit B to the Agreement permits Contractor to negotiate alternate payment or invoicing schedules for Subscriber Equipment or Subscriber Maintenance. County and Contractor agree that for any Subscriber Equipment ordered by County for which County issues purchase order(s) prior to November 30, 2018, Contractor will deliver the equipment on or before December 31, 2018, and will invoice County for the equipment such that payment will not be due before May 15, 2019. Consistent with Exhibit A-4 to the Agreement, any Subscriber Equipment purchased by County will be warranted for three (3) years from date of purchase at no additional cost, and Contractor shall provide one (1) year of Service from the Start – Lite (commencing upon date of purchase) at no additional cost. For purposes of calculating the warranty and support periods, the date of purchase for all Subscriber Equipment ordered by County pursuant to this paragraph prior to November 30, 2018, shall be deemed to be December 31, 2018.

5. Section 5.1 of the Agreement is amended as follows:

5.1 For the Initial Term, County will pay Contractor up to a maximum amount as follows:

Services/Goods	Term	Not-To-Exceed Amount
P25 System Implementation (including Radio System, Microwave System, and Facilities and Infrastructure System)	From Effective Date to Final Acceptance	\$34,500,000
Additional Training	Initial Term (10 years)	\$200,000
Support and Maintenance Services	Initial Term (10 years)	\$11,000,000

Services/Goods	Term	Not-To-Exceed Amount
Optional renewal terms	Second 5 year renewal term	\$7,100,000 (includes \$100,000.00 for additional training)
	Second 5-year renewal term	\$8,300,000 (includes \$100,000.00 for additional training)
Optional Services (<u>including County purchases of Subscriber Equipment</u>)	Duration of the Agreement (inclusive of any renewals)	\$2,500,000 (<u>any Optional Services</u>) \$10,097,000 (<u>County purchases of Subscriber Equipment</u>)
TOTAL NOT TO EXCEED		<u>\$63,600,000</u> <u>\$73,697,000</u>

6. The effective date of this Second Amendment shall be the date of execution by the last of the Parties executing this Second Amendment.

7. This Second Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[Remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2018, and MOTOROLA SOLUTIONS, INC., signing by and through its Vice President, duly authorized to execute same.

COUNTY


ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

By _____
Mayor
____ day of _____, 2018

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By  10/10/2018
René D. Harrod (Date)
Deputy County Attorney

RDH
10/7/2018
P25 Second Amendment
#384795.1

SECOND AMENDMENT TO BROWARD COUNTY P25 SYSTEM AND SERVICES MASTER AGREEMENT WITH MOTOROLA SOLUTIONS, INC.

PROVIDER

WITNESSES:

H. [Signature]
Signature

Harambie Brannan
Print Name of Witness

[Signature]
Signature

Debbie Thomas
Print Name of Witness

MOTOROLA SOLUTIONS, INC.

By [Signature]
Authorized Signor

Danny Sanchez, Area Sales Manager
Print Name and Title

10th day of October, 2018

ATTEST:

[Signature]
Corporate Assistant Secretary or authorized agent

(CORPORATE SEAL)