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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Amendment #2 to M-0232-05/BLH - Maintenance Agreement for County-wide Communications System

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Diane Reed

**EXT:** 7120

**MOTION/RECOMMENDATION:**

Approve Amendment #2 to M-0232-05/BLH with Motorola, Inc. of Schaumburg, Illinois, to add the cost of maintenance coverage for additional communication equipment and increase the annual Fixed Fee amount of the Agreement by \$37,180.00 for the period of December 1, 2006 through September 30, 2007, for a total revised Agreement amount of \$401,956.00. For the period of October 1, 2007 through September 30, 2008, approve the annual Fixed Fee amount of \$396,025.50 which reflects a deduction for software support.

County-wide

Ray Hooper

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**BACKGROUND:**

M-0232-05/BLH provides annual maintenance coverage, the service plan and other support services for the County-wide communication system. The term of the Agreement is one year with five one-year renewal options at the County's discretion, and the Second Renewal period begins on October 1, 2007.

Amendment #2 will provide for the annual maintenance coverage on additional equipment purchased through Grant funds following a briefing to the Board on July 13, 2004. The Business Innovation and Technology Services (BITS) Department has been operating under the assumption that this new equipment was under warranty. Recently, staff conducted an audit for the consolidation of the County's communication system equipment and determined that warranty coverage for this additional equipment had expired on its own terms. Motorola, Inc. has provided the County with maintenance coverage for the additional equipment since December 2006, and the cost to provide these additional support services was \$3,718.00 per month.

Amendment #2 will provide funding for the cost of the additional maintenance coverage during the period from December 1, 2006 through September 30, 2007. Amendment #2 will provide for an increase to the Agreement in the amount of \$37,180.00 for the additional maintenance coverage, for a total annual Fixed Fee amount of \$401,956.00.

The following is the summary of the annual cost of the Agreement for Fiscal Year 06/07:

Original Agreement	\$364,776.00	
Amendment #1	0.00	(Added original equipment list)
Amendment #2	<u>37,180.00</u>	(Additional equipment coverage)
Total Agreement	\$401,956.00	

For the fiscal year 07/08, the cost of the additional equipment coverage over the entire twelve month period is \$44,616.00. In addition, the BITS Department has determined that software support can be deleted for system coverage, which has resulted in an annual reduction of \$13,366.50. Amendment #2 will also provide for a revised annual Fixed Fee amount \$396,025.50 for the period from October 1, 2007 through September 30, 2008.

The following is the summary of the annual cost of the Agreement for Fiscal Year 07/08:

Original Agreement	\$364,776.00	
Amendment #1	0.00	(Added original equipment list)
Amendment #2	44,616.00	(12 month coverage for additional equipment)
	<u>-13,366.50</u>	(Deletion of Software Support)
Revised Total Agreement	\$396,025.50	

The back up documentation includes an email from Motorola, Inc. that acknowledges the aforementioned revisions to the Agreement through Amendment #2. This is a budgeted service, and funds are available in Telecommunications - Repairs and Maintenance (Account #140200.530460).

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve Amendment #2 to M-0232-05/BLH with Motorola, Inc. of Schaumburg, Illinois, to add the cost of maintenance coverage for additional communication equipment and increase the annual Fixed Fee amount of the Agreement by \$37,180.00 for the period of December 1, 2006 through September 30, 2007, for a total revised Agreement amount of \$401,956.00. For the period of October 1, 2007 through September 30, 2008, approve the annual Fixed Fee amount of \$396,025.50 which reflects a deduction for software support.

**ATTACHMENTS:**

1. M-232-05\_B LH Amendment 2 with Motorola, Inc.
2. M-232-05\_B LH Amendment 2 Back Up Documentation
3. Motorola Service Agreement for Second Renewal Period

<b>Additionally Reviewed By:</b> <input checked="" type="checkbox"/> County Attorney Review ( Ann Colby )
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**SECOND AMENDMENT TO MAINTENANCE AGREEMENT  
FOR COUNTY-WIDE COMMUNICATIONS SYSTEM  
(M-232-05/BLH)**

**THIS SECOND AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, and is to that certain Agreement made and entered into January 12, 2006, as amended December 11, 2006, between **MOTOROLA, INC.**, whose address is 1301 East Algonquin Avenue, Schaumburg, Illinois 60196, hereinafter referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, CONTRACTOR and COUNTY entered into the above referenced Agreement on January 12, 2006, as amended December 11, 2006, for maintenance for the county-wide communication system; and

**WHEREAS**, the parties desire to amend the Agreement so as to add additional equipment and funds to the original Agreement; and

**WHEREAS**, Section 30 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Exhibit "A" of the Agreement is amended by the addition of the equipment as listed in Attachment A, attached hereto, as required under Section 1(d) of the Agreement.

2. Section 4(a), Compensation, of the Agreement is amended to read as follows:

**SECTION 4. COMPENSATION.**

(a) During the fiscal year of October 1, 2006 through September

30, 2007, COUNTY hereby agrees to compensate CONTRACTOR for the complete performance of its obligation to provide maintenance and service to COUNTY the sum of FOUR HUNDRED ONE THOUSAND NINE HUNDRED FIFTY-SIX AND NO/100 DOLLARS (\$401,956.00).

(b) During the fiscal year of October 1, 2007 through September 30, 2008, COUNTY hereby agrees to compensate CONTRACTOR for the complete performance of its obligation to provide maintenance and service to COUNTY the sum of THREE HUNDRED NINETY SIX THOUSAND TWENTY-FIVE AND 50/100 DOLLARS (\$396,025.50).

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

**IN WITNESS WHEREOF,** the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

\_\_\_\_\_  
JUDITH H. JEAN-PIERRE  
Assistant Secretary

(CORPORATE SEAL)



MOTOROLA, INC.

\_\_\_\_\_  
ROBERT C. WARTMANN  
Director of Sales

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Attachment:

Attachment A - Equipment List

AEC:jjr  
8/1/07; 9/10/07  
P:\Users\jroyal\Purchasing 2007\Agreements\M-232-05-BLH-2nd Amd.doc

**ATTACHMENT (A)**

<b>Discription</b>	<b>Trunking Type</b>	<b>Serial #</b>	<b>BCC #</b>	<b>Tower Site Location</b>
Quantar Base 821Mhz	Analog Trunking	488CHF0120	06743	FIVE POINTS
Quantar Base 821Mhz	Analog Trunking	488CHF0121	06744	FIVE POINTS
Quantar Base 821Mhz	Analog Trunking	488CHF0122	06746	FIVE POINTS
Quantar Base 821Mhz	Analog Trunking	488CHF0123	06746	FOREST CITY
Quantar Base 821Mhz	Analog Trunking	488CHF0124	06747	FOREST CITY
Quantar Base 821Mhz	Analog Trunking	488CHF0125	06748	FOREST CITY
Quantar Base 821Mhz	Analog Trunking	488CHF0126	06749	PAYOLA
Quantar Base 821Mhz	Analog Trunking	488CHF0127	06750	PAYOLA
Quantar Base 821Mhz	Analog Trunking	488CHF0128	06751	PAYOLA
Quantar Base 821Mhz	Analog Trunking	488CHF0129	06752	GENEVA
Quantar Base 821Mhz	Analog Trunking	488CHF0130	06753	GENEVA
Quantar Base 821Mhz	Analog Trunking	488CHF0131	06754	GENEVA
Quantar Base 821Mhz	Analog Trunking	488CHF0132	06755	CHULUOTA
Quantar Base 821Mhz	Analog Trunking	488CHF0133	06756	CHULUOTA
Quantar Base 821Mhz	Analog Trunking	488CHF0134	06757	CHULUOTA
Quantar Base 821Mhz	Analog Trunking	488CHF0135	06758	OVIEDO
Quantar Base 821Mhz	Analog Trunking	488CHF0136	06759	OVIEDO
Quantar Base 821Mhz	Analog Trunking	488CHF0137	06760	OVIEDO
Quantar Base VHF	Analog Trunking	488CHF0138	06761	FIVE POINTS
Quantar Base VHF	Analog Trunking	488CHF0139	06762	GENEVA
Quantar Base 821Mhz P25	Astro Digital Trunking	509CHF2049	06763	FIVE POINTS
Quantar Base 821Mhz P25	Astro Digital Trunking	509CHF2050	06764	FOREST CITY
Quantar Base 821Mhz P25	Astro Digital Trunking	509CHF2051	06765	PAYOLA
Quantar Base 821Mhz P25	Astro Digital Trunking	509CHF2052	06766	GENEVA
Quantar Base 821Mhz P25	Astro Digital Trunking	509CHF2053	06767	CHULUOTA
Quantar Base 821Mhz P25	Astro Digital Trunking	509CHF2054	06768	OVIEDO
Astro-Tac 3000	Digital Voting Comparator	525CHF0162	06769	FIVE POINTS
Astro-Tac 3000	Digital Voting Comparator	525CHF0163	06770	FIVE POINTS
Multicoupler		65603-C3	N/A	FOREST CITY
Multicoupler		65603-C6	N/A	PAOLA
Multicoupler		65603-C1	N/A	GENEVA
Multicoupler		65603-C2	N/A	CHULUOTA
Multicoupler		62603-C4	N/A	FIVE POINTS
Multicoupler		65603-C5	N/A	SPARE
Combiner	800 MHz	65603-B4	06576	FOREST CITY
Combiner	800 MHz	65603-B4	06578	PAOLA

Combiner	800 MHz	65603-B3	06575	GENEVA
Combiner	800 MHz	65603-B2	06574	CHULUOTA
Combiner	800 MHz	65603-B5	06577	OVIEDO
Combiner	800 MHz	65603-B1	06573	FIVE POINTS
Combiner	VHF	10688-694-1	06571	GENEVA
Combiner	VHF	10688-694-2	06572	FIVE POINTS
Channel Bank	Remote		06727	FOREST CITY
Channel Bank	Remote		06728	PAOLA
Channel Bank	Remote		06729	GENEVA
Channel Bank	Remote		06732	CHULUOTA
Channel Bank	Remote		06723	OVIEDO
Channel Bank	Prime Forest City		06725	FIVE POINTS
Channel Bank	Prime Paola		06726	FIVE POINTS
Channel Bank	Prime Geneva		06733	FIVE POINTS
Channel Bank	Prime Chuluota		06730	FIVE POINTS
Channel Bank	Prime Oviedo		06731	FIVE POINTS
Channel Bank	Prime Loop Back		06724	FIVE POINTS
DigiTac	FL MA RPTR 800	424CTU0004	OC903520	FIVE POINTS
DigiTac	MA TAC 2	424CTU0049	OC903519	FIVE POINTS
DigiTac	MA TAC 3	424CTU0043	OC903523	FIVE POINTS
DigiTac	MA TAC 4	424CTU0048	OC903521	FIVE POINTS
DigiTac	FL MA VHF	424CTU0045	OC903522	FIVE POINTS
Convex Audio Panels	800MHz	N/A	N/A	FIVE POINTS
Convex Audio Panels	VHF	N/A	N/A	GENEVA
USCI Shelf with 5 cards	800MHz	N/A	N/A	FIVE POINTS

**From:** Rowe James-C41018 [james.rowe@motorola.com]  
**Sent:** Friday, September 07, 2007 9:08 AM  
**To:** Oliveras, Tommy  
**Cc:** Shemwell David-CDSC09; Cordova Alex-C12255; Taylor, John; Hunter, Bob; Reed, Diane  
**Subject:** RE: Seminole Contract  
Tommy,

You are correct.

Regards,

Jim Rowe Jr.  
Service Business Development Manager  
Motorola, Inc.  
1064 Greenwood Blvd Suite #400  
Lake Mary, FL 32746-5418

407-690-0591 Cell  
407-562-3991 Main Office  
407-323-2472 Home Office  
407-562-3991 Fax Office  
[james.rowe@motorola.com](mailto:james.rowe@motorola.com)

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**From:** Oliveras, Tommy [mailto:toliveras@seminolecountyfl.gov]  
**Sent:** Friday, September 07, 2007 9:05 AM  
**To:** Rowe James-C41018  
**Cc:** Shemwell David-CDSC09; Cordova Alex-C12255; Taylor, John; Hunter, Bob; Reed, Diane  
**Subject:** RE: Seminole Contract

Jim,

Good morning, please double check your notes from yesterday's conference call. According to what I recall this year's number end up being \$401,956.00 and not the \$409,392.00. Next year's renewal is correct as per the conference call yesterday \$ 396,025.50.

The remote site equipment will have to be discussed in the 2008~2009 year renewal. I do not think that we can get their this coming year, I will have to assume a risk based on the current economical concerns that our county and Florida as a whole could potentially be facing this coming calendar year.

*regards*

*Tommy Oliveras, CPM  
Program Manager, Business Innovation & Technology Services  
Seminole County Government  
407.665.0311 (office)  
407.665.1027 (fax)*

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**From:** Rowe James-C41018 [mailto:james.rowe@motorola.com]  
**Sent:** Thursday, September 06, 2007 6:04 PM  
**To:** Oliveras, Tommy  
**Cc:** Shemwell David-CDSC09; Cordova Alex-C12255  
**Subject:** Seminole Contract

Tommy,

For the current contract Oct 2006- Sept 2007 your annual contract is \$409,392.00 (RMAC Equipment Increase)

For the renewal contract Oct 2007- Oct 2008 will be \$396,025.50 (Removal of PMDC Software from contract)

Note #1 The Oct 2007- Sept 2008 renewal does not include the remote site equipment coming off warranty.

If you have any questions please call my cell phone.

Regards,

Jim Rowe Jr.  
Service Business Development Manager  
Motorola, Inc.  
1064 Greenwood Blvd Suite #400  
Lake Mary, FL 32746-5418

407-690-0591 Cell  
407-562-3991 Main Office  
407-323-2472 Home Office  
407-562-3991 Fax Office  
[james.rowe@motorola.com](mailto:james.rowe@motorola.com)

-\*\*\*\*Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Seminole County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.\*\*\*\*-

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# SERVICE AGREEMENT

Attn: National Service Support  
 1307 East Algonquin Road  
 Schaumburg, IL 60196  
 (800) 247-2346

Contract Number: S00001004138  
 Contract Modifier: RN03  
 Supersedes Agreement(s):

Date: 09/06/2007

Company Name: Seminole County Board Of County Commissioners  
 Attn: FINANCE DEPT  
 Billing Address: P O Box 8080  
 City, State, Zip: Sanford, FL 32772-8080  
 Customer Contact: Greg Holcomb  
 Phone: (407)665-5109  
 Fax:

Required P.O.: No  
 Customer #: 1000306218  
 Bill to Tag #: 0001  
 Contract Start Date: 10/01/2007  
 Contract End Date: 09/30/2008  
 Anniversary Day: Sep 30th  
 Payment Cycle: MONTHLY  
 Tax Exempt: Exempt From All Taxes  
 PO #:

Qty	Model/Option	Description	Monthly Ext	Extended
1	SVC01SVC1420C	***** Recurring Services ***** SP - LOCAL INFRASTRUCTURE REPAIR NETWORK(S)	\$ 15,905.23	\$ 190,862.76
1	SVC01SVC2007C	SP - ONSITE INFRASTRUCTURE RESPONSE NETWORK(S)	\$ 17,096.89	\$ 205,162.68

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	\$ 33,002.12	\$ 396,025.44
Subtotal - One-Time Event Services	\$ .00	\$ .00
Total	\$33,002.12	\$396,025.44
Taxes	-	-
Grand Total	\$ 33,002.12	\$ 396,025.44

Annual Pre-Pay Discount Can Be 2.4% resulting total payment of \$386,520.83

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE. TO BE VERIFIED BY MOTOROLA.

Subcontractor(s)	City	State
WIRELESS TECHNOLOGY EQUIPMENT COMPANY INC	ORLANDO	FL
WIRELESS TECHNOLOGY EQUIPMENT COMPANY INC	ORLANDO	FL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
<i>[Signature]</i>	TSM	9/11/07
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
<i>[Signature]</i>		
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	FAX