

**39. Approve Amendment #1 to RFP-4132-01/JVP – 911 Digital Recording Equipment Purchase and Maintenance Agreement, with Exacom Inc., Concord, NH (\$44,250.84).**

RFP-4132-01/JVP provides for 911 Equipment and Maintenance Services. Amendment #1 will provide for the purchase, installation, training and service of 2-channel “EARS” Instant Recall recorders for call-taker or dispatch positions, EARS-2000IR. The “EARS” of Multi-Channel Instant Recall Records will seamlessly integrate with the Public Safety Answering Points Hindsight-Net logging recorders currently installed in Seminole County. The capability is unique to the Exacom “EARS” in that it allows instant recall unified recording solution. Emergency Communications personnel have instant access to the “EARS” which will support the existing logging recorder. The following is a summary of the cost of this contract:

Original Contract Sum:	\$137,478.50
Amendment #1:	<u>\$ 44,250.81</u>
Total:	\$181,729.31

Funds are available in account number 055725-58081000 (Communications/E911 12500, Grants to Governmental Agency). Public Safety/E-9-1-1 Division and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the amendment and authorize the issuance of a Purchase Order.

FIRST AMENDMENT TO 911 DIGITAL RECORDING EQUIPMENT PURCHASE  
(RFP-4132-01/JVP)

THIS FIRST AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is to that certain Agreement made and entered into on the 4<sup>th</sup> day of March, 2002 between **EXACOM, INC.**, whose address is 99 Airport Road, Concord, New Hampshire 03301, 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**, the CONTRACTOR and COUNTY entered into the above-referenced Agreement on March 4, 2002 for purchase of 911 Digital Recording Equipment; and

**WHEREAS**, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

**WHEREAS**, Section 21 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. Section 4 of the Agreement is amended to read:

**SECTION 4. FIXED FEE COMPENSATION AND PAYMENT.**

(a) The COUNTY agrees to compensate CONTRACTOR for the equipment and initial year's services called for under this Agreement a fixed fee in the amount of ONE HUNDRED FIFTY THOUSAND TEN AND 34/100 DOLLARS (\$150,010.34). CONTRACTOR shall perform all work required by the Scope of Services but, in no event, shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated above.

(b) Should the COUNTY exercise its option to purchase the Contractor's extended warranty with onsite maintenance for years two (2) through five (5) of the contract term, then the COUNTY agrees to compensate the CONTRACTOR an additional fixed fee in the amount of TEN THOUSAND FIVE HUNDRED SEVENTY-THREE AND NO/100 DOLLARS (\$10,573.00) for each year of the extended warranty in which onsite maintenance is purchased.

(c) Payments shall be made to the CONTRACTOR when the equipment is installed and as services are rendered, but not more than once monthly. Upon review and approval of CONTRACTOR's invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONTRACTOR the approved amount.

2. Exhibit "A" of the Agreement is amended by the addition of Exhibit "A" attached hereto.

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:

EXACOM, INC.

\_\_\_\_\_  
DONALD E. GARTRELL, Secretary

(CORPORATE SEAL)

By: \_\_\_\_\_  
HELMUT KOCH, President

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

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

For the use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency.

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

\_\_\_\_\_  
County Attorney  
AC/lpk  
6/30/03  
lam-rfp-4132

Attachment:  
Exhibit "A" - Scope of Services



