

41. **Approve Amendment #3, Second Renewal of M-207-00/BJC – SCA Software Maintenance Agreement, with Motorola, Inc. of Altamonte Springs (\$13,402.80) (October 1, 2003 through September 30, 2004).**

M-207-00/BJC provides support for SCA Software which includes telephone support available to the County seven days a week, 24 hours a day. Support also includes upgrades and enhancements as they are released. Maintenance includes all nonchargable upgrades and enhancements to SCA Client and Server software included in SCA's standard product offering during the annual period covered by the Maintenance and Support Agreement. The following is a summary of the cost of this contract:

Original Contract Sum:	\$12,612.00
Amendment #1	\$ 0.00 (change start date)
Amendment #2	\$13,140.00 (+12 months)
Amendment #3	<u>\$13,402.80</u>
Total:	\$39,154.80

Motorola, Inc. has agreed to renew their agreement for the period October 1, 2003 through September 30, 2004 for an annual fee of \$13,402.80.

Funds are available in account number 140200-53046000 (Division Operations, Repair and Maintenance). Information Technologies/Telecommunications and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve and authorize the Division to notify the Contractor of such action.

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DEPARTMENT OF FISCAL SERVICES

PURCHASING DIVISION



June 13, 2003

Ms. Helen Morrell
Motorola, Inc.
(Attn: Contracts Department)
789 International Parkway, S3G
Sunrise, Florida 33325

(954) 723-5858

Subject: Second (Final) Renewal for M-207-00/BJC – SCA Software Maintenance Agreement

INITIAL
[Handwritten initials]

The subject contract is due to expire on September 30, 2003, but may be extended for one additional year, considering ~~all pricing~~ terms and conditions remain the same. If you are in agreement with extending the current contract, please sign below and return to Purchasing via fax as soon as possible.

Please provide this office with a current certificate of insurance (refer to the original contract agreement for insurance requirements).

If you should have any question, please do not hesitate to call me at (407) 665-7119.

Regards,

[Handwritten signature]

David Santiago
Contracts Analyst

Motorola, Inc. agrees to extend for the period ending September 30, 2004. All pricing, terms and conditions will remain the same.



[Handwritten signature]

Signature

SERVICE OPERATIONS DIRECTOR
Title

**THIRD AMENDMENT AND SECOND RENEWAL TO SCA SOFTWARE MAINTENANCE AGREEMENT
(M-207-00/BJC)**

THIS THIRD AMENDMENT AND SECOND RENEWAL is made and entered into this _____ day of _____, 20__ and is to that certain Agreement made and entered into on the 20th day of June, 2001, as amended on April 9, 2002 and on September 10, 2002, between **MOTOROLA, INC.**, whose address is 1301 East Algonquin Road, Schaumburg, Illinois 60196, hereinafter referred to as "MOTOROLA," 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, MOTOROLA and COUNTY entered into the above-referenced Agreement on June 20, 2001, as amended on April 9, 2002, and on September 10, 2002 for SCA software maintenance; and

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

WHEREAS, Section 20 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 3(a) of the Agreement is amended to read:

SECTION 3. COMPENSATION.

(a) The COUNTY hereby agrees to compensate MOTOROLA for the complete performance of its obligations to provide SCA software maintenance and service to COUNTY; for all loss or damage arising out of the nature of the work; from the action of the elements or from any

unforeseen or unknown difficulties or obstructions, which may arise or be encountered in the prosecution of the work; and for all risks of every description connected with the work, for the total price of ONE THOUSAND ONE HUNDRED SIXTEEN AND 90/100 DOLLARS (\$1,116.90) per month, not to exceed THIRTEEN THOUSAND FOUR HUNDRED TWO AND 80/100 DOLLARS (\$13,402.80) per year.

2. Renewal. This Agreement is hereby renewed for the term of one (1) year, from October 1, 2003 through September 30, 2004, unless terminated sooner as provided for therein.

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:

MOTOROLA, INC.

By: _____

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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
7/2/03
3am-2renew-m-207