



**FIRST AMENDMENT TO HARDWARE AND MAINTENANCE AGREEMENT BETWEEN  
BROWARD COUNTY AND KIRMS COMMUNICATIONS, LLC**

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Kirms Communications, LLC, a Florida limited liability company ("Provider") (collectively referred to as the "Parties").

**RECITALS**

A. The Parties entered into the Hardware and Maintenance Agreement, dated May 23, 2017, to provide radio tower maintenance, repairs, and associated services for County's Public Safety Radio Towers (the "Agreement").

B. The Initial Term of the Agreement commenced on May 23, 2017, and ended on May 22, 2019. The Parties acknowledge and agree that County has effectively exercised all three, optional one-year renewal terms, such that the Agreement currently expires on May 22, 2022.

C. The Parties desire to amend the Agreement to clarify the Initial Term, provide for up to five (5) additional one-year optional renewal terms which, if all exercised, would extend this Agreement through May 22, 2027, and update various sections of Exhibit A, Statement of Work, and Exhibit B, Payment Schedule.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Provider 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 First Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Amendments to the Agreement made pursuant to this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Section 4.1 of the Agreement is amended as follows:

4.1 Term. The Agreement shall be effective on the date it is fully executed by the parties (the "Effective Date"). The term of the Agreement shall be for a period of two (2) years ~~from after~~ the date of Final Acceptance **Effective Date** (the "Initial Term").

4. Section 4.2 of the Agreement is amended as follows:

4.2 Extensions. County shall have the option to renew this Agreement for up to ~~three (3)~~ **eight (8)** additional one (1) year renewal terms by sending notice of renewal to

Provider at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise ~~this~~ **these** renewal ~~option~~ **terms**. In the event that unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an extension not practicable or if no extension is available and the expiration of this Agreement would result in a gap in the provision of services necessary for the ongoing operations of the County, then this Agreement may be extended on the same terms and conditions by the Purchasing Director for period(s) not to exceed six (6) months in the aggregate.

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

5.1 For the duration of the Agreement, County will pay Provider in accordance with Exhibit B up to the following maximum amount(s):

<b>Services/Goods</b>	<b>Term</b>	<b>Not-To-Exceed Amount</b>
Equipment and Support and Maintenance Services	Initial Term (2 years)	\$770,000
Each optional renewal term	Each 1 year renewal term ( <del>Total 3 years</del> ) <b><u>(May 23, 2019, through May 22, 2022)</u></b>	\$480,000 each year (\$1,440,000 total <del>3 years</del> <b><u>for renewal terms May 23, 2019, through May 22, 2022)</u></b>
	<b><u>Each 1 year renewal term (May 23, 2022, through May 22, 2027)</u></b>	<b><u>\$580,000 each year (\$2,900,000 total for renewal terms May 23, 2022, through May 22, 2027)</u></b>
Optional Services	Duration of the Agreement (inclusive of any renewals)	\$750,000
<b>TOTAL NOT TO EXCEED</b>		<del>\$2,960,000</del> <b><u>\$5,860,000</u></b>

Payment shall be made only for work actually performed and completed pursuant to this Agreement or as otherwise set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Provider as full compensation for all such work. Provider acknowledges that the amounts set forth herein are the maximum amounts payable for the respective terms and constitute a limitation upon County's obligation to compensate Provider for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Provider's obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, Provider shall not be reimbursed for any expenses it incurs under this Agreement.

6. New Sections 12.30, 12.31, 12.32, and 12.33 are added to the Agreement as follows (bold/underlining omitted):

12.30 Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Provider represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Provider represents and certifies that it is not, and for the duration of the term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Provider represents that it is, and for the duration of the term will remain, in compliance with Section 286.101, Florida Statutes.

12.31 Verification of Employment Eligibility. Provider represents that Provider and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Provider violates this section, County may immediately terminate this Agreement for cause and Provider shall be liable for all costs incurred by County due to the termination.

12.32 Prohibited Telecommunications Equipment. Provider represents and certifies that it and its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Provider represents and certifies that Provider and its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term.

12.33 Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Broward County Code of Ordinances, Provider represents and certifies that its policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check, preclude inquiry into an applicant’s criminal history until the applicant is selected as a finalist and interviewed for the position.

7. Exhibit A of the Agreement at Section 2, Radio Towers and Shelters Locations, is deleted in its entirety and replaced with the following:

**2. Radio Towers and Shelter Locations**

The towers and shelters supported by Provider under this Agreement include the 18 sites identified in the March 16, 2022, communication from the Contract Administrator to the Provider Project Manager. To the extent designated in writing by County Contract Administrator and Provider Project Manager, this list may be updated or modified

periodically, including to add the additional tower or shelter sites. Any such written update shall be effective immediately unless otherwise agreed to by the County Contract Administrator and Provider Project Manager.

8. Exhibit B of the Agreement at Section A, Tower and Shelter Annual Inspections and Reports, is deleted in its entirety and replaced with the following:

**A. Tower and Shelter Annual Inspections and Reports**

The annual fee for each tower site for tower and shelter annual inspections and reports is \$5,000/annually per site.

Any travel expenses or fees incurred by Provider under this Agreement shall be the sole responsibility of Provider, unless otherwise expressly stated in this Agreement or applicable Work Authorization.

The fees set forth above shall be invoiced annually by Provider to County only upon written notice by Provider to the Contract Administrator that the annual tower inspections and shelter inspections have been completed for all sites and the tower report, shelter report, and as-built drawing have been provided.

9. Exhibit B of the Agreement at Section B, Service Requests, is amended as follows:

**B. Service Requests**

All service requests (i.e., all services other than Tower and Shelter Annual Inspections and Reports) shall be invoiced on an hourly basis based upon actual time incurred at the following rates:

STANDARD HOURLY RATES	<del>\$75</del> <b>\$125</b> /hour
WEEKEND AND HOLIDAY RATES	<del>\$90</del> <b>\$140</b> /hour

Hourly fees shall be invoiced in arrears after completion of the service request at issue.

10. The Parties agree and stipulate that the renewal term for the period of May 23, 2022, through May 22, 2023, has been effectively exercised by execution of this First Amendment.

11. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the

terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

12. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

13. The effective date of this First Amendment shall be the date of complete execution by the Parties, except that the amendments to Exhibit B, Payment Schedule, shall take effect commencing on May 23, 2022.

14. This First Amendment 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.

*(The remainder of this page is blank.)*

IN WITNESS WHEREOF, the Parties hereto have made and executed this First 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 \_\_\_\_\_, 2022, and Kirms Communications, LLC, signing by and through its \_\_\_\_\_ 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 \_\_\_\_\_, 2022

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

By **Sara Cohen** Digitally signed by Sara Cohen  
Date: 2022.03.24 16:27:28 -04'00'

Sara F. Cohen (Date)  
Assistant County Attorney

By  Digitally signed by Rene D. Harrod  
Reason: Approved as to form  
Date: 2022.03.24 18:05:53 -04'00'

René D. Harrod (Date)  
Chief Deputy County Attorney

SC  
Kirms First Amendment  
03/15/2022

FIRST AMENDMENT TO HARDWARE AND MAINTENANCE AGREEMENT BETWEEN  
BROWARD COUNTY AND KIRMS COMMUNICATIONS, LLC

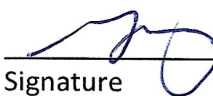
PROVIDER

WITNESSES:

  
Signature

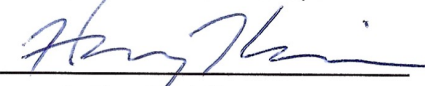
Dustin Stanford

Print Name of Witness

  
Signature

Glendon Gregory  
Print Name of Witness

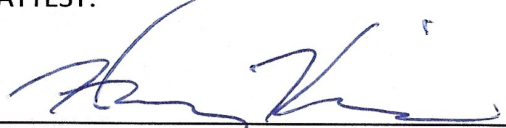
KIRMS COMMUNICATIONS, LLC

By   
Authorized Signor

Harry Kirms, owner  
Print Name and Title

23 day of March, 2022

ATTEST:

  
Corporate Secretary or authorized agent

(CORPORATE SEAL)