



**SECOND AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND MISSION  
CRITICAL PARTNERS, LLC FOR CONSULTANT SERVICES FOR PUBLIC SAFETY RADIO  
COMMUNICATIONS NETWORK (RFP #R1227606P1)**

This Second Amendment (“Second Amendment”) to the Agreement Between Broward County and Mission Critical Partners, LLC for Consultant Services for Public Safety Radio Communications Network (RFP #R1227606P1), dated May 15, 2015 (as amended, the “Agreement”), is entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and Mission Critical Partners, LLC, a Pennsylvania corporation authorized to transact business in the State of Florida (“Consultant”) (collectively, County and Consultant are referenced as the “Parties”).

**RECITALS**

A. The Parties entered into the Agreement for Consultant to provide consulting services to County for its existing 800MHz trunked radio system, 6GHz microwave system, fire station alerting system, and UHF alphanumeric paging system. The Agreement expires May 14, 2020. The Parties entered into the First Amendment, dated August 1, 2018, to increase the not-to-exceed amount under the Agreement and clarify the scope and pricing for certain Optional Services.

B. The Parties wish to enter into this Second Amendment to provide optional extension years to the Agreement and increase the not-to-exceed amount.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto 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. Except as modified herein, all terms and conditions of the Agreement remain in full force and effect. Where applicable herein, changes to the text of the Agreement are shown in strikethrough text to indicate deletions and bold/underlining text to indicate additions.

2. Section 4.2 of the Agreement is amended as follows and the Parties acknowledge that the first “Renewal Term” shall be deemed elected by County upon the effective date of this Second Amendment:

4.2 Extensions. This Agreement may be extended **for up to five (5) one-year renewal terms (each a “Renewal Term”); any such renewal term may be exercised by written notice by the Director of Purchasing prior to expiration of the then-current term; any extension thereafter must be agreed to only upon by** written amendment by the Parties. 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 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.

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

5.1 Amount and Method of Compensation. For the duration of the Agreement, County will pay Consultant up to a maximum amount as follows:

<b>Services/Goods</b>	<b>Term</b>	<b>Not-To-Exceed Amount</b>
Consulting Services	Initial Term	\$322,921.03
Reimbursables	Duration of the Agreement (inclusive of any <del>renewals</del> <b><u>Renewal Terms</u></b> )	\$20,000.00
Pass-Through – All Third-Party Services (No Mark-Up)	Duration of the Agreement (inclusive of any <del>renewals</del> <b><u>Renewal Terms</u></b> )	<del>\$300,000.00</del> <b><u>\$700,000.00</u></b>
Frequency Coordination Services (at the channel/site rate per Exhibit B)	Duration of the Agreement (inclusive of any <del>renewals</del> <b><u>Renewal Terms</u></b> )	\$100,000.00
Optional Services	<del>Initial Term</del> <b><u>Duration of Agreement (inclusive of any Renewal Terms)</u></b>	<del>\$265,000.00</del> <b><u>\$350,000.00</u></b> for hourly services (without a statement of work)  <del>\$3,000,000.00</del> <b><u>\$3,500,000.00</u></b> for project work (with a statement of work)
<b>TOTAL NOT TO EXCEED</b>		<del>\$4,057,921.03</del> <b><u>\$4,992,921.03</u></b>

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4. Table A: Deliverables/Phases Payment of Exhibit B is amended to remove the 10% Retainage requirement for “Phase IV – Implementation Related Services (Optional Services).” The Work Authorization shall set for the payment terms and invoice amounts for the work at issue.

5. Table B: Hourly Services Rates of Exhibit B is replaced in its entirety with the following table (bold/underlining omitted):

<b>Staff/Personnel</b>	<b>Rate per Hour</b>
Principal Radio Consultant	\$205.57
Senior Radio Consultant	\$205.57
Radio Consultant	\$193.59
Dispatch/Communications Consultant	\$205.57
Project Manager	\$187.59
Administrative Support	\$135.71

6. Effective Date. The effective date of this Second Amendment shall be the date of complete execution by the Parties.

7. Counterparts. This Second 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 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 \_\_\_\_\_, 2020, and MISSION CRITICAL PARTNERS, LLC, signing by and through its \_\_\_\_\_, 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 \_\_\_\_\_, 2020

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

Digitally signed by Neil Sharma  
Date: 2020.04.22 16:44:09 -04'00'

Neil Sharma

By \_\_\_\_\_  
Neil Sharma (Date)  
Assistant County Attorney

By  4/22/2020  
Rene D. Harrod (Date)  
Deputy County Attorney

NS/RDH  
04/13/2020  
Mission Critical Partners Second Amendment

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CONSULTANT

WITNESSES:

 Digitally signed by Judy Treaster  
DN: cn=Judy Treaster, o=Mission Critical  
Partners, LLC, ou,  
email=judytreaster@mcp911.com, c=US  
Date: 2020.04.22 16:32:20 -04'00'

Signature

Judy Treaster

Print Name of Witness

 Digitally signed by Joan Dashner  
DN: cn=Joan Dashner, o=Mission Critical  
Partners, LLC, ou,  
email=JoanDashner@mcp911.com, c=US  
Date: 2020.04.22 16:31:46 -04'00'

Signature

Joan Dashner

Print Name of Witness

Mission Critical Partners, LLC

By  Digitally signed by John Spearly  
DN: cn=John Spearly, o=Mission Critical  
Partners, Inc., ou,  
email=JohnSpearly@mcp911.com, c=US  
Date: 2020.04.22 16:32:52 -04'00'

Authorized Signor

John L. Spearly, VP & Director of Administrative Services

Print Name and Title

22 day of April, 2020

ATTEST:

 Digitally signed by Darrin Reilly  
DN: cn=Darrin Reilly, o=Mission  
Critical Partners, LLC, ou,  
email=DarrinReilly@mcp911.co  
m, c=US  
Date: 2020.04.22 16:53:24 -04'00'

Corporate Secretary or authorized agent

(CORPORATE SEAL)