

MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2021-84

DOCUMENT NO: 2014046989
RECORDED: August 04, 2021 02:23:00 PM
TOTAL FEES: \$0.00
COUNTY CLERK: KENNY BARGER
DEPUTY CLERK: LANDRY LUXON
COUNTY: MADISON COUNTY
BOOK: RES2 PAGES: 345 - 345

A RESOLUTION APPROVING THE EXTENSION OF THE L3HARRIS RADIO
MAINTENANCE CONTRACT

WHEREAS, the Madison County CSEP Program currently operates a L3Harris radio system; and

WHEREAS, the Madison County CSEP Program needs to continue maintenance on this system to ensure the system is good working order; and

WHEREAS, the Madison County CSEP Program team has reviewed the maintenance contract attached and believes it is in the best interest of the County to continue this service with L3Harris, which is attached hereto this Resolution;

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE THIS RESOLUTION AND AUTHORIZES THE JUDGE EXECUTIVE TO EXECUTE SAME ON BEHALF OF THE COUNTY.

Motion made by Paul Reynolds seconded by Roger Barger.

Vote:	Yes	No
Judge Reagan Taylor	<u>✓</u>	<u> </u>
Magistrate Paul Reynolds	<u>✓</u>	<u> </u>
Magistrate John Tudor	<u>✓</u>	<u> </u>
Magistrate Roger Barger	<u>✓</u>	<u> </u>
Magistrate Tom Botkin	<u> </u>	<u> </u>

Signed: Reagan Taylor
Madison County Judge Executive

Attested: Kenny Barger
Madison County Clerk



SYSTEM WARRANTY & MAINTENANCE AGREEMENT AMENDMENT NO. 2

By System Maintenance Agreement (“Agreement”) dated November 3, 2011 and Amendment No. 1 duly signed on October 29, 2020, L3HARRIS TECHNOLOGIES, INC. (“L3Harris” or “Seller”) formerly HARRIS CORPORATION, a Delaware Corporation acting through its Communication Systems Segment, with its principal place of business located at 221 Jefferson Ridge Parkway, Lynchburg, VA 24501 and MADISON COUNTY (“Customer”) located at 560 S. Keeneland Drive, Richmond, KY 40475, entered into the Agreement.

Pursuant to Section 8.5 of the Agreement, the Parties agree to amend the Agreement as specifically set forth in this Amendment No. 2 made and entered into as of the last date below.

For and in consideration of the mutual promises of the Parties to this Amendment No. 2 and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree that this Amendment No. 2 created to the Agreement hereby modifies the Agreement with the following changes:

I. Sections- The following section will be incorporated and made part of the Agreement:

Section 9. Exacom Logging Recorder Support- Seller will provide support for Customer’s Exacom Logging Recorder (“Recorder”) Support as follows:

- Support Customer’s existing Recorder based on current configuration.
- Covers all Recorder* hardware and software.
- Perform preventive maintenance which provides tests, checks, and alignment on Customer’s Recorder to ensure the Recorder meets specifications.
- Provide Customer with a preventive maintenance work hours schedule and approximate Equipment and/or Recorder outage times (if any).
- Provide Customer a summary report.
- Provide annual optimization of Recorder to best L3Harris' practices (table below) and will evolve by L3Harris.

*Note, after the Year 12 period effective September 1, 2021 Exacom Logging Recorder Support rates may be increased and may include rates for a Recorder hardware and/or software refresh due at that time.

PREVENTIVE MAINTENANCE TEST and INSPECTION on RECORDER
CHECK ALARM STATUS
CHECK CABLE CONDITION
INSPECT ETHERNET CABLES
CHECK STATUS ON ALL LIGHTS
CHECK SERVER VOLTAGE
CHECK SERVER CABLES
CHECK SERVER ALARMS
CHECK CPU OPERATION
SERVERS ARE DUST FREE, CLEAN, AND FILTERS REPLACED (IF NECESSARY)
INSPECT FOR VANDALISM
EXTERIOR LIGHT FUNCTIONING
WALLS AND FLOOR CLEAN AND IN GOOD CONDITION
CABLE ENTRIES INSTALLED AND SEALED PROPERLY
TRANSMISSION LINES AT WAVEGUIDE PORTS SEALED PROPERLY
SHELTER FREE FROM TRASH AND SURPLUS MATERIAL
VISIBLE INTERIOR RING GROUND INTACT AND ALL CONNECTIONS IN GOOD CONDITION
ALL CABLE RACK PIECES CONNECTED WITH GROUND JUMPERS
ALL SHELTER LIGHTS OPERATIONAL
SITE ENTRY DOOR OPERATING PROPERLY



- II. **Addendum-** Addendum I- Addendum I, System Maintenance Rates, of the Agreement will be modified to include the Annual Charges for Maintenance and Demand Services Rates as follows:

ADDENDUM I
SYSTEM MAINTENANCE RATES

A. ANNUAL CHARGES FOR MAINTENANCE

Billing Period	Maintenance	Conventional System	NOAA	Exacom Logging Recorder Support	Total to be Billed
Year 12 Billed 9/1/21	\$566,346.93	\$6,013.21	\$5,764.59	\$22,325.20	\$600,449.93

B. DEMAND SERVICE RATES

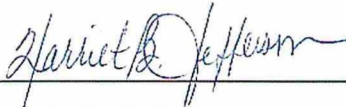
Billing Period	Hourly Rate (normal business hours)	Hourly Rate (overtime)	Holidays and Sundays	Mobile/Portable Radio Reprogramming per Unit
Year 12 Billed 9/1/21	\$98.00	\$148.63	\$148.63	\$55

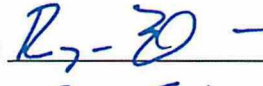
Except for those terms of the Agreement amended herein, all other terms of the Agreement shall remain unchanged and in full force and effect. If there is conflict between this Amendment No. 2 and the Agreement, the terms of this Amendment No. 2 will prevail.

Intending to be bound hereby, the Parties hereto have caused this Amendment to be executed, as of the latest date below, by the Parties' duly authorized representatives.

L3HARRIS TECHNOLOGIES, INC.

MADISON COUNTY

By: 
Name: Harriet B. Jefferson
Title: Contracts Manager
Date: 09-09-2021

By: 
Name: Reagan Taylor
Title: Judge Executive
Date: 9-7-2021

Return Signed Amendment to L3Harris Technologies, Inc. Senior Specialist, Contracts or via email to Ivette.Matos-Serrano@L3Harris.com

(END OF DOCUMENT)