

AMENDMENT #2 TO AGREEMENT

THIS AMENDMENT #2 TO AGREEMENT, entered into this _____ day of January, 2021, between LEVY COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "County") and NEW RIVER TECHNOLOGY, LLC. (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, on October 3, 2017, County and Contractor entered into an Agreement for information technology services for County, as the result of a competitive selection process through County's issuance of a Request for Proposals for information technology services (herein "the RFP"); and

WHEREAS, on February 5, 2019, County and Contractor entered into an Amendment to Agreement whereby the October 3, 2017 Agreement between the parties was amended to provide for additional screening of Contractor and for expansion of the Scope of Services to add computers and items related to Contractor's services; and

WHEREAS, the October 3, 2017 Agreement and the February 5, 2019 Amendment to Agreement, both between County and Contractor and both as previously referenced herein, are incorporated herein by this reference and will be collectively hereinafter referred to as "the Agreement"; and

WHEREAS, the parties now desire to amend the Agreement to provide for additional services related to the County Department of Public Safety which were not specified in the Agreement and which require unique services, requirements of Contractor, and rates than as contemplated by the Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. The parties agree that the foregoing recitals are true and correct and are incorporated in their entirety as terms and conditions of this Amendment.

2. The first sentence of Section 2.1 shall be amended to read in its entirety as follows: Contractor shall perform all the services and shall provide all the materials requested by the RFP, and described in the Scope of Services of the RFP as supplemented by the Proposal and as amended by amendment to this Agreement, and described in Section 3.2 hereof (hereinafter collectively referred to as the "Scope of Services").

3. A new Section 3.2 is hereby added to the Agreement, to read in its entirety as follows:

3.2 As an addition to the Scope of Services, Contractor shall provide information technology services to the County Department of Public Safety ("DPS") at the rates and pursuant to the terms provided in this Section 3.2.

3.2.1 The services Contractor shall provide to DPS are as follows:

3.2.1.1 Contractor shall manage and provide all general information technology support for the different types of management programs, software, computers, routers, and any related servers, printers and networks for all DPS emergency medical vehicles and all DPS office and emergency medical station locations.

3.2.1.2 Contractor shall provide network connectivity management for all DPS networks.

3.2.1.3 Contractor shall provide DPS email system support, support for Maas360 and other critical software systems for DPS, which may require contact by Contractor with the vendor of the applicable software and with the Office of the Levy County Sheriff.

3.2.1.4 Contractor's services pursuant to this section will provided on-site or remotely, whichever is most expedient and provides solutions to information technology problems in the timeliest manner.

3.2.1.5 Notwithstanding any other provision contained in this Agreement or in the Proposal, Contractor will not be permitted to refuse to perform services for DPS on Sundays, Thanksgiving Day, Christmas Day, or any other holiday, if requested by an authorized DPS employee.

3.2.2 Notwithstanding any other rates set out in this Agreement or the Proposal for Contractor's performance of services, Contractor will bill/invoice County, and County will pay Contractor for the DPS portion of the Scope of Services contained in this Section 3.2 as follows:

3.2.2.1 Contractor's services provided during regular business hours of 8:30 a.m. through 5:00 p.m., Monday through Friday, excluding County-recognized holidays ("regular Business Hours"), will be billed at a rate of Five Thousand Forty Dollars (\$5,040) per month. Contractor will provide an unlimited number of hours of services during regular Business Hours for the monthly rate designated in this subsection.

3.2.2.2 Contractor's services that are requested by an authorized DPS employee and that are provided during any hours outside of regular Business Hours will be billed at a rate of One Hundred Fifty Dollars (\$150) per hour.

3.2.2.3 Mileage for any on-site visits by Contractor to DPS locations other than the DPS offices at 1251 NE CR 343, Bronson, Florida, will be billed at the applicable mileage rate set forth by the Internal Revenue Service.

3.2.3 Notwithstanding any other conflicting provision contained in Article V of this Agreement, for Contractor's services provided to DPS during regular Business Hours as set forth in Subsection 3.2.2.1, Contractor will submit billings to the County Purchasing Department on a monthly basis for Contractor's services to be rendered the

following month. Billings for such services provided pursuant to Subsection 3.2.2.1 will be submitted by Contractor separately from billings for any other Contractor's services provided pursuant to this Agreement. Billings for such services provided pursuant to Subsection 3.2.2.1 will be reviewed and paid by County in accordance with Subsections 5.4 and 5.5 of this Agreement. Payments for such services provided pursuant to Subsection 3.2.2.1 will be allowed to be made prior to the beginning of the month in which services are actually provided; however timing of payments will be dependent on the submittal of proper billings by Contractor for such services and time allowed for payments pursuant to Subsection 5.5.

3.2.4 The Director of DPS will provide Contractor with a list of authorized DPS employees who will be the DPS employees authorized to request services from Contractor outside of regular Business Hours.

3.2.5 In the event of any conflict between the provisions of this Section 3.2 and other provisions of this Agreement or any documents incorporated into this Agreement or provided by Contractor to County regarding Contractor's services for DPS, the provisions of this Section 3.2 will control.

4. All other terms of the Agreement not in conflict with this Amendment #2 to Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Amendment #2 to Agreement the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA

ATTEST:

John Meeks, Chair

Danny J. Shipp, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Anne Bast Brown, County Attorney

NEW RIVER TECHNOLOGY, LLC

By: _____
Title: _____