

STATE OF TEXAS

COUNTY OF FORT BEND

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## SECOND AMENDMENT TO MOTOROLA SOLUTIONS, INC.'S AGREEMENT

THIS SECOND AMENDMENT (“Second Amendment”) is entered into by and between Fort Bend County, (“County”), a body corporate and politic under the laws of the State of Texas, and Motorola Solutions, Inc., (“Motorola”), a company authorized to conduct business in the State of Texas (collectively referred to as the “parties”).

WITNESSETH:

WHEREAS, the parties previously entered into the Agreement between the County and Motorola for the TDMA/DDM Expansion of radio equipment on or about June 23, 2020 and as amended on July 6, 2021, with both documents being fully incorporated herein for all purposes. County and Motorola desire to amend said Agreement as set forth below:

## I. Amendments

1. **Scope of Services.** Motorola shall continue to provide product and/or services concerning the TDMA/DDM Expansion of radio equipment in accordance with Agreement between the County and Motorola on or about June 23, 2020 and as amended on July 6, 2021, and as described in Motorola's Quote, attached as Exhibit "1" and incorporated fully by reference ("Agreement").
2. **Term.** This Agreement shall renew and this Amendment is effective upon execution by both parties. All product and/or services to be provided and/or performed by Motorola pursuant to this Amendment will be completed by September 30, 2023. This Agreement shall not automatically renew, but may renew upon written agreement of the parties.
3. **Limit of Appropriation.** Motorola's fees shall be calculated at the rates set forth in the attached Exhibit 1. The Maximum Compensation for the performance of services within the Scope of Services as described in Exhibit 1 is Ninety-Eight Thousand Three Hundred Fifty dollars and 00/100 (\$98,350.00). In no case shall the amount paid by County under this Agreement exceed this Maximum Compensation without an approved change order. Motorola clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Ninety-Eight Thousand Three Hundred Fifty dollars and 00/100 (\$98,350.00), specifically allocated to fully discharge any and all liabilities County may incur. Motorola does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Motorola may become entitled to and the total maximum sum that County may become liable to pay to Motorola shall not under any conditions, circumstances, or interpretations thereof exceed Ninety-Eight Thousand Three Hundred Fifty dollars and 00/100 (\$98,350.00).
4. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

5. **Conflict.** If there is a conflict among documents, the most recently executed document shall control as to the conflict.
6. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
7. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)

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IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

**FORT BEND COUNTY**

**MOTOROLA SOLUTIONS, INC.**

\_\_\_\_\_  
KP George, County Judge

  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

Lynn Anto  
\_\_\_\_\_  
Authorized Agent- Printed Name

ATTEST:

Area Sales Manager  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

4-12-23  
\_\_\_\_\_  
Date

#### **AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Exhibit 1: Motorola's Quote

# EXHIBIT 1

**FORT BEND COUNTY TDMA EXPANSION YEAR 3 PRICING**  
**HGAC CONTRACT: RA#05-21**

**2/2/2023**

**v1**

Item Num	Total Qty	Nomenclature	Description	APC	HGAC Discount	Line Item (HGAC) Discount	Discount Total(HGAC)
1	1	SQM01SUM0273	MASTER SITE CONFIGURATION	877	18.50%	\$0.00	\$0.00
1a	1	CA02629AC	ADD: EXPAND 7.17 M CORE	877	18.50%	\$0.00	\$0.00
1b	2	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC	877	18.50%	\$2,445.00	\$4,890.00
1c	2	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC	877	18.50%	\$1,630.00	\$3,260.00
2	1	T8343	G-SERIES SOFTWARE LICENSING	595	18%	\$0.00	\$0.00
2a	10	UA00418AA	ADD: P25 TDMA TRNK COMPARATOR SW	595	18%	\$0.00	\$0.00
3	1	T7140	G-SERIES SOFTWARE UPGRADE	112	18%	\$0.00	\$0.00
3a	2	CA01910AA	ADD: CM P25 FDMA TO P25 TDMA SW UP	595	18%	\$13,120.00	\$26,240.00
4	1	T7140	G-SERIES SOFTWARE UPGRADE	112	18%	\$0.00	\$0.00
4a	2	CA01910AA	ADD: CM P25 FDMA TO P25 TDMA SW UP	595	18%	\$13,120.00	\$26,240.00
5	1	T7140	G-SERIES SOFTWARE UPGRADE	112	18%	\$0.00	\$0.00

5a	2	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE	595	18%	\$10,660.00	\$21,320.00
5b	2	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE	595	18%	\$8,200.00	\$16,400.00
			<b>TOTAL INVESTMENT</b>				<b>\$98,350.00</b>

\*Pricing valid for 90 days