

**SECOND AMENDMENT TO AGREEMENT
FOR TOUCH SCREEN AND SECURITY SYSTEMS MAINTENANCE AT
ALACHUA COUNTY CORRECTIONAL FACILITY
WITH MONTGOMERY TECHNOLOGY SYSTEMS, LLC NO. (#)11087**

THIS SECOND AMENDMENT ("Amendment") is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the "County") and Montgomery Technology Systems, LLC, a foreign limited liability company which is authorized to do business in the State of Florida ("Contractor"), who are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the County and Contractor previously entered into an Agreement for Contractual Services dated 10/23/2018 for equipment refresh plan and full-service maintenance of touch screen and security systems at the Alachua County Correctional Facility, identified by No. 11087 (the "Agreement"); and

WHEREAS, the County has elected to renew the term of the original Agreement to allow the Contractor to furnish the goods or service to Alachua County that are in process; and

NOW, THEREFORE, the County and Contractor agree to amend the Agreement as follows:

A. **Amendment.** Section #1, of the Agreement titled "Term" is amended to read as follows:

1. **Term.** This Agreement is effective upon execution and continue to be in effect until September 30, 2024, unless earlier terminated as provided herein.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

B. **Amendment.** Section #4, of the Agreement titled "Method of Payment" is amended to add a new subsection number 4.1.7 to state as follows. All other provisions of Section 4 of the Agreement remain unchanged by this Amendment.

4.1.7. The Contractor shall be paid an amount that Shall Not Exceed Fifty-Eight Thousand, Three Hundred Sixty-Eight Dollars and Zero Cents (\$58,368.00) (the "Renewal Price") for the Renewal Term of October 1, 2023, to September 30, 2024, allocated in the following manner:

Maintenance: Fifty-Eight Thousand, Three Hundred Sixty-Eight Dollars and Zero Cents (\$58,368.00) billed in twelve (12) equal monthly invoices of Four Thousand, Eight Hundred Sixty-Four Dollars and Zero Cents (\$4,864) per month.

As-Needed Services: The as-needed services described in Exhibit 1 may be requested by the Facilities Manager or designee by requesting a written quote from the Contractor that shall describe the scope of as-needed services and the total price the Contractor will charge for performing said as-needed services. The Facilities Director or Facilities Manager may approve written quotes that comply with this subsection provided said approval is in

writing, signed by both the Contractor and the Facilities Director or Facilities Manager, and will not cause the Contract Price to be exceeded.

C. Amendment. Subsection 4.2 of Section #4, of the Agreement titled "Method of Payment" is amended to change the address for the County. All other provisions of Section 4.2 of the Agreement remain unchanged by this Amendment.


Alachua County Facilities Management Department
915 SE 5th Street
Gainesville, FL 32601

D. Effective Date. This Amendment shall be effective upon and after full execution of this Amendment by the Parties.

E. Original Agreement. Unless expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including any prior amendments to the Agreement, shall be and remain in full force and effect. In the event any of the prior amendments to the Agreement conflict with this Amendment, the provisions of this Amendment shall prevail.

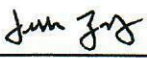
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the day and year below written.

ALACHUA COUNTY, FLORIDA


By: 
Anna Prizzia, Chair
Board of County Commissioners

Date: Jul 12, 2023

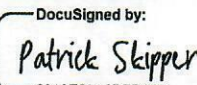
ATTEST


J.K. "Jess" Irby, Esq., Clerk
(SEAL)

APPROVED AS TO FORM


Diana Johnson
0E797AC48778481...
Alachua County Attorney's Office

CONTRACTOR

DocuSigned by:

By: 2919E09A8D7D446
Patrick Skipper
Print: _____
Title: Vice President
Date: 6/19/2023

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Exhibit 1 : Scope of Services



**Montgomery Technology
Systems, LLC**
Sensible, Reliable Installations & Service

April 27, 2023

Extended Service

Coverage

The cost of this contract covers labor/parts provided by Montgomery Technology Systems, LLC (hereafter "MTS"). This labor is to be provided in one (1) 8-hour on-site visit once a week. Warranty of stated equipment is provided in this contract. All trips will be scheduled with the facility in advance. This contract excludes computers and servers over 5 years old.



For each visit, the MTS representative will perform the following tasks:

- **Preventive Maintenance**
 - Checking the electronics for ground faults, loose connectors, power supply voltages, and wear and tear.
- **Corrective Maintenance**
 - The service representative will correct any problems related to the performance of the equipment covered under this contract. All parts/equipment warranted by this contract will be replaced as needed at no additional cost.
- **Preventive Maintenance (Once a Year)**
 - Cleaning of the air filters for all actively cooled equipment related to the equipment covered in the contract.
 - Cleaning of the internal components of computers and video visitation units related to the equipment covered in the contract.
 - Cleaning of this equipment will be done either on the first monthly trip or last monthly trip depending on the initial first month equipment evaluation.

Two (2) additional emergency service trips are included as part of this extended service. These trips can be used at any point the life of the extended service. No reimbursement will be issued for unused emergency trips. Any service trips requested by the customer beyond the provided trips stated in this contract will be billed at a discounted rate of \$115 per hour plus travel time, mileage and expenses.

MTS provides free phone technical support during normal business hours to all customers for equipment provided and installed by MTS. After hours technical support is provided at no charge to customers who have systems provided and installed by MTS under warranty or who have a service contract with MTS. When calling in for after-hours technical support, the MTS technician will request the job number from the caller before providing technical support.

The job number for this project is: **MTS 4400**

 800.362.8192  334.382.7441	<p style="text-align: center;">Atlanta Office (313) 264-1304 23 Old Stone Road Greenville, AL 36037</p>	<p style="text-align: center;">Raleigh Office 707-A Aurora Dr. Waynesboro, NC 27382</p>	<p style="text-align: center;">Texas Office 1085 E. Newcome Dr., Suite 102 San Antonio, TX 78216</p>
www.montgomerytechnology.com			



**Montgomery Technology
Systems, LLC**
Sensible, Reliable Installations & Service

This extended service excludes remedy for damage or defect caused by abuse, acts of God, modifications not executed by MTS, software changes or upgrades not required to address issues being experienced at this site, improper or insufficient maintenance, or improper operation.

Payments

Payments will be made at regular intervals as given in the "Payment Terms" section of the above estimate. MTS will invoice the customer according to these terms, and the customer will be given thirty (30) days to complete payment for this amount. If payment is delinquent beyond thirty (30) days, the customer will be charged a 2% finance charge, due upon receipt of charge. If the customer is delinquent in paying beyond 60 days, the customer will be put on credit hold, at which point all work for the customer will cease. At that point the customer will not be able to order parts, request service, or call in for technical support until the outstanding invoice is paid.

Terms

This Extended Service is in affect for the period listed in the "Payment Terms" section. MTS agrees to provide the services listed above in a timely, ethical, and professional manner. MTS also agrees to abide by the laws and regulations of the state in which the service is performed.

Both parties reserve the right to revoke this contract at any time, but the contract cannot be revoked without proper notification. The revoking party must give the other party thirty (30) days' notice of plans to revoke the contract via written letter. In this time, the revoking party must also give the other party an opportunity to resolve any differences or discrepancies that lead to the desire to revoke the contract. If no satisfaction is made for these differences at the end of the thirty-day grace period, the contract will be officially revoked

7 800.392.8292	Alabama Office (H1)	Mississippi Office	Texas Office
0 364.582.7441	23 Oak Stone Road	707-A Arden Dr	105 C Natcher Ln - Suite 107
	Greenville, AL 36037	Waynesboro, MS 39367	San Antonio, TX 78216

www.montgomerytechnology.com



Montgomery Technology
Systems, LLC
Sensible, Reliable Installations & Service

Customer Information

Customer Name: Alachua County Jail

Location: Gainesville, FL

Customer Contact: Greg Creel

Payment Terms

Contract Term Length: 12 Months

Contract Pay Period: Monthly

Number of Payments: 12

Amount Per Payment: \$4,864

Contract Total: \$58,368

Contract Type: Extended

T 800.392.8392
P 352.382.7441

Alachua Office (HQ)
73 Cass St. West
Gainesville, FL 32607

Mississippi Office
707-A Avalon Dr.
Waynesburg, MS 39367

Texas Office
1003 E. Alamo Dr. - Suite 103
San Antonio, TX 78215

www.montgomerytechnology.com

Certificate Of Completion

Envelope Id: 3D71FF1381B64E25B792830D255129E4 Status: Completed
Subject: Complete with DocuSign: Amendment #2 to #11087 with Montgomery Technology Systems, LLC.pdf
Source Envelope:
Document Pages: 7 Signatures: 2 Envelope Originator:
Certificate Pages: 5 Initials: 1 Michelle Guidry
AutoNav: Enabled mguidry@alachuacounty.us
EnvelopeId Stamping: Enabled IP Address: 149.19.43.13
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original Holder: Michelle Guidry Location: DocuSign
6/16/2023 12:01:31 PM mguidry@alachuacounty.us
Security Appliance Status: Connected Pool: StateLocal
Storage Appliance Status: Connected Pool: Alachua County Location: DocuSign

Signer Events

Patrick Skipper
patrick@montgomerytechnology.com
Vice President
Montgomery Technology Systems, LLC
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Patrick Skipper
2019E09A8D7D446...

Timestamp

Sent: 6/16/2023 12:05:01 PM
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Signed: 6/19/2023 10:32:05 AM

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Using IP Address: 208.111.119.52

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

John Findley
johnf@montgomerytechnology.com
Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Thomas (Jon) Rouse
trouse@alachuacounty.us
Contracts Supervisor
Alachua County Board of County Commissioners
Security Level: Email, Account Authentication (None)

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Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

6/16/2023 12:05:01 PM

Certified Delivered

Security Checked

6/19/2023 10:20:23 AM

Signing Complete

Security Checked

6/19/2023 10:32:05 AM

Completed

Security Checked

6/19/2023 10:32:06 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

Parties agreed to: Patrick Skipper

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Alachua County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mguidry@alachuacounty.us

To advise Alachua County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mguidry@alachuacounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Alachua County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Alachua County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.












Item #8g, 23-00223, 07112023

Final Audit Report

2023-07-12

Created:	2023-07-12
By:	Steve Donahey (asd@alachuaclerk.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAbsl_LbyLmyFVlvR2t_NmenJvY36-QvMo

"Item #8g, 23-00223, 07112023" History

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-  Signer bocchairsignature@alachuacounty.us entered name at signing as Anna Prizzia
2023-07-12 - 6:40:06 PM GMT- IP address: 128.227.233.10
-  Document e-signed by Anna Prizzia (bocchairsignature@alachuacounty.us)
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-  Signer jki@alachuaclerk.org entered name at signing as J.K. "Jess" Irby, Esq.
2023-07-12 - 8:56:49 PM GMT- IP address: 216.194.145.253
-  Document e-signed by J.K. "Jess" Irby, Esq. (jki@alachuaclerk.org)
Signature Date: 2023-07-12 - 8:56:51 PM GMT - Time Source: server- IP address: 216.194.145.253
-  Agreement completed.
2023-07-12 - 8:56:51 PM GMT



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