

**FIRST AMENDMENT TO CONTRACTUAL SERVICES
AGREEMENT #10032
BETWEEN ALACHUA COUNTY
AND LEIDOS SECURITY DETECTION & AUTOMATION, INC, FORMERLY I-3
COMMUNICATIONS, INC.**

THIS FIRST AMENDMENT TO AGREEMENT made and entered into this 28th day of September A.D. 2021, by and between ALACHUA COUNTY, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Leidos Security Detection & Automation, Inc., a foreign for-profit corporation with a principal business address of 1750 Presidents Street, Reston, VA 20190, formerly L-3 Communications Security & Detection Systems, Inc., hereinafter referred to as "Contractor". Collectively, hereinafter, the County and Contractor are referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, the Parties previously entered into the Agreement for Contractual Services between Alachua County and L-3 Communications, Security & Detection Systems, Inc. ("L-3") for Annual Equipment Maintenance for X-Ray Machines, dated September 22, 2016 (the "Agreement"); and

WHEREAS, subsequent to the execution of the Agreement, L-3 changed its name to Leidos Security Detection & Automation, Inc.; and

WHEREAS, the Contractor can no longer provide full maintenance support two of the Alachua County X-Ray Machines due to the age of the machines; and,

WHEREAS, the Contractor has requested to reduce support to the two aging machines to Preventative Maintenance only; and

WHEREAS, the County deems maintaining the Preventative Maintenance support from the Contractor in the best interest of the County until which time alternate services can be obtained or new machines can be procured; and

WHEREAS, the County desires to amend the Agreement to recognize the name change of the Contractor, to exercise its option to extend the term of the Agreement through September 30, 2022, ("Renewal Term"), to reduce the services provided by the Contractor to Preventative Maintenance on two of the X-ray

Machines, to add the cost of the Renewal Term, October 1, 2021 through September 30, 2022, to update the Method of Payment provision to update the Alachua County Code of Ordinances, Chapter 22, Article III (“Wage Ordinance”), to add a provision allowing for the execution of agreements through electronic means, and to add a provision requiring the Contractor to verify the eligibility of employees through U.S. Department of Homeland Security’s E-Verify system, as set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree to amend the Agreement as follows:

A. **RECITALS:** The Recitals set forth above are true, correct and are hereby incorporated into this Amendment.

B. All references to “L-3” in the Agreement (and in all other provisions of the Transaction Documents) shall be replaced with “Leidos Security Detection & Automation, Inc, upon execution of this Amendment.

C. SECTION # 1 of the Agreement, **Term**, is amended in its entirety to read:

The County has elected to exercise its option to renew the term of the Agreement. Accordingly, the term of the Agreement is extended, continuing through September 30, 2022 (the “Renewal Term”), 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.

D. Attachment A, **Scope of Service**, as referenced in Section #2 of the Agreement, **Duties of the Contractor**, is hereby deleted in its entirety and replaced with an updated Attachment A, attached to this Amendment.

E. SECTION # 4 of the Agreement, Method of Payment, sub-sections 4.1 and 4.2 are amended in their entirety to reflect the additional cost of the Renewal Term, to read:

4.1. The Contractor shall be paid an amount not to exceed \$14,200.00 annually for the Renewal Term of the Agreement October 1, 2021 through September 30, 2022.

4.2.

	Annual	Quarterly
FY 22 Renewal Term	\$14,200.00	\$3,550.00

F. SECTION #5 of the Agreement, Alachua County Minimum Wage, sub-section 5.2 is amended in its entirety to read:

5.2 Current required Alachua County Government Minimum Wage is \$15.00 per hour when health benefits are provided at the equivalent value of \$2.00 per hour and \$17.00 when health benefits are not provided (collectively, the “Minimum Wage”).

G. SECTION # 30 of the Agreement, **Electronic Signatures**, is added to read:

The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Professional with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

H. SECTION # 31 of the Agreement, **U.S. Department of Homeland Security E-Verify System**, is added to read:

31. U.S. Department of Homeland Security E-Verify System

31.1The Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>

31.2The Contractor shall expressly require any subcontractors performing work or providing services pursuant to the County’s Agreement to utilize the U.S. Department of

Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

I. This First Amendment shall take effect on October 1, 2021.

J **SAVE and EXCEPT** as expressly amended herein, all other terms and provisions of the Agreement shall be and remain in full force and effect.

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IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Ken Cornell, Chair
Board of County Commissioners
Date: _____

ATTEST

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


APPROVED AS TO FORM

DocuSigned by:


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Alachua County Attorney's Office

Contractor

Witness
By:  _____
Print: Lillian Castro-Pena

Title: Contracts Administrator

Digitally signed by
David L. Harvey
Date: 2021.09.28
13:49:26 -04'00'
By:  _____
Print: David L. Harvey

Title: Contracts Manager
Date: September 28, 2021

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

ATTACHMENT A: SCOPE OF SERVICES

1. SCHEDULE OF SERVICES UNDER THIS CONTRACT:

1.1. Equipment to be serviced under this contract:

2. Model Number	Serial Number	Location	Type of Maintenance
PX-M	2216	220 SOUTH MAIN ST GAINESVILLE, FL	Preventative Maintenance Only
PX-M	2217	220 SOUTH MAIN ST GAINESVILLE, FL	Preventative Maintenance Only
PX6.4	PX641454	220 SOUTH MAIN ST GAINESVILLE, FL	Preventative Maintenance and Annual Service Contract
PX6.4	PX64766	3333 NW 39 TH AVENUE GAINESVILLE, FL	Preventative Maintenance and Annual Service Contract

3. PX-M machines (serial numbers 2216 & 2217) will receive Preventative Maintenance Only. Preventative Maintenance Only consists of one annual inspection, one annual radiation safety survey, and preparation of performance report per X-ray machine.

3.1. Services provided under this contract:

3.1.1. Labor and Travel time to and from the equipment sites only when related to annual preventative maintenance.

3.1.2. Lodging, Airfare and Per Diem expenses only when related to annual preventative maintenance.

3.1.3. Annual preventative maintenance inspections.

3.1.4. Annual radiation safety survey and preparation of performance report per unit

3.1.5. Additional services are available upon request at Contractor's prevailing time and materials (T&M) rates

3.2. Services excluded from this agreement:

3.2.1. All necessary spare parts and freight related expenses.

3.2.2. All Labor or Travel time to and from the equipment sites not related to semi-annual preventative maintenance.

3.2.3. All Lodging, Airfare and Per Diem expenses not related to semi-annual preventative

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maintenance.

3.2.4. As stated in the Annual Equipment Maintenance Agreement Terms and Conditions.

3.2.4.1. Note: Metal Detectors do not receive preventative maintenance or radiation survey services.

3.3. The annual inspection consists of:

3.3.1. Visual and Mechanical

3.3.1.1. system interior and exterior

3.3.1.2. Inspect conveyor rollers

3.3.1.3. Inspect condition of conveyor belt and lacing

3.3.1.4. Adjust conveyor belt tension and tracking

3.3.1.5. Inspect condition of x-ray sensor dust shields

3.3.1.6. Inspect for x-ray generator oil leakage

3.3.1.7. Align and clean optical sense modules

3.3.1.8. Test indicator lamps for proper operation

3.3.2. Electronic

3.3.2.1. Adjust x-ray tube voltage and current

3.3.2.2. Test operator control panel functions

3.3.2.3. Adjust monitors

3.3.2.4. Inspect conveyor relays

3.3.2.5. Adjust power supply voltages

3.3.2.6. Collimate x-ray beam

3.3.2.7. X-ray image quality and resolution

3.3.3. Operational Safety

- 3.3.3.1. Inspect AC line cord for damage a and test for proper grounding
- 3.3.3.2. Inspect finger guards and/or pop-out rollers for damage

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- 3.3.3.3. Verify conveyor panels are securely attached
- 3.3.3.4. Test emergency stop switches
- 3.4. The annual radiation safety survey consists of:
 - 3.4.1.1. Measure radiation dose per inspection (annual), test all safety interlocks for proper operation
 - 3.4.1.2. Measure external radiation emissions (annual)
 - 3.4.1.3. Test all "x-ray on" indicators for proper operation
 - 3.4.1.4. Inspect condition of lead curtains
 - 3.4.1.5. Inspect operator foot-mat for condition and test for proper operation
- 3.4.2. Preparation of performance report:
 - 3.4.2.1. Prepare FAA Form I 650-17
- 3.5. Response Time: Contractor will provide response as soon as possible to requests for equipment service from County's authorized representative. 8-hour Contractor response time will be typical in geographical locations where Contractor has resident service engineers. 24-hour Contractor response time will be typical in geographical locations where Contractor does not have resident service engineers. Contractor does not warrant that the use of equipment will be uninterrupted or error free.
- 3.6. Contractor Responsibilities: As applicable to the specific maintenance contract schedule, service actions performed by Contractor will exclude all parts and materials. Labor required to perform the annual preventative maintenance will be included. Contractor will not perform any modifications to the equipment without County's written approval. Contractor will perform all service actions at the equipment site whenever possible and practical. Contractor will perform all service actions with the least possible interference or disruption to the orderly conduct of County's normal operations. Upon the completion of service, Contractor will leave County's premises in as neat, orderly, and clean condition as existed upon start of services. Contractor will be responsible for obtaining all air side passes, work permits, clearances, and required licenses. Contractor will be responsible for compliance with all laws, codes, rules, and regulations applicable to services performed under this contract. Contractor will not transfer or assign its obligations under this contract, either in whole or in part, without the prior written approval of County.
- 3.7. Additional Services: Upon agreement between County and Contractor, Contractor may perform additional services beyond Contractor's obligations under this contract. Such services

may include, but are not limited to, spare parts, materials, any repairs, equipment installation, relocation, and re-installation. All such services, when performed, will be invoiced to County in accordance with Contractor's prevailing standard service rate schedule.

3.8. Service Call Report (SCR): Upon completion of service, Contractor's service engineer will

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submit the SCR to County's authorized representative. The SCR will itemize the service actions performed. County's authorized representative will be provided with a copy of the completed and signed SCR. Should County fail to have an authorized representative on site for any reason upon completion of Contractor's services, the lack of County's authorized representative's signature on the SCR will not be a basis for claiming that unsatisfactory service was provided by Contractor.

3.9. Spare Parts and Materials: All spare parts and materials are specifically excluded from this contract.

4. PX6.4 machines (serial numbers PX641454 & PX64766) will receive Preventative Maintenance and Annual Service Contract. Preventative Maintenance consists of one annual inspection, one annual radiation safety survey, and preparation of performance report per X-ray machine.

4.1. Services provided under this contract:

4.1.1. All necessary repair parts and freight related expenses.

4.1.2. Regular (Monday-Friday, 8:00am-5:00pm) labor hours for remedial maintenance.

4.1.3. Regular (Monday-Friday, 8:00am-5:00pm) travel time to and from the equipment site.

4.1.4. Lodging, Airfare and Per Diem expenses as required per scope of repairs.

4.1.5. One annual preventative maintenance inspection per x-ray system. *

4.1.6. One annual radiation safety survey and preparation of performance report per x-ray system.
*

4.1.7. Additional services are available upon request at Contractor's prevailing time and materials rates.

4.1.7.1. Note: Metal Detectors do not receive preventative maintenance or radiation survey services.

4.2. The annual inspection consists of:

4.2.1. Visual and Mechanical

4.2.1.1. System interior and exterior

4.2.1.2. Inspect conveyor rollers

4.2.1.3. Inspect condition of conveyor belt and lacing

- 4.2.1.4. Adjust conveyor best tension and tracking
- 4.2.1.5. Inspect condition of x-ray sensor dust shields
- 4.2.1.6. Inspect for x-ray generator oil leakage

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4.2.1.7. Align and clean optical sense modules

4.2.1.8. Test indicator lamps for proper operation

4.2.2. Electronic

4.2.2.1. Adjust x-ray tube voltage and current

4.2.2.2. Test operator control panel functions

4.2.2.3. Adjust monitors

4.2.2.4. Inspect conveyor relays

4.2.2.5. Adjust power supply voltages

4.2.2.6. Collimate x-ray beam

4.2.2.7. X-ray image quality and resolution

4.2.3. Operational Safety

4.2.3.1. Inspect AC line cord for damage and test for proper grounding

4.2.3.2. Inspect finger guards and/or pop-out rollers for damage

4.2.3.3. Verify conveyor panels are securely attached

4.2.3.4. Test emergency stop switches

4.3. The annual radiation safety survey consists of:

4.3.1. Measure radiation dose per inspection (annual), test all safety interlocks for proper operation

4.3.2. Measure external radiation emissions (annual)

4.3.3. Test all "x-ray on" indicators for proper operation

4.3.4. Inspect condition of lead curtains

4.3.5. Inspect operator foot-mat for condition and test for proper operation

4.4. Preparation of performance report:

4.4.1. Prepare FAA Form I 650-17

4.5. Response Time: Contractor will provide response as soon as possible to requests for equipment service from County's authorized representative. 8-hour Contractor response time will

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be typical in geographical locations where Contractor has resident service engineers. 24-hour Contractor response time will be typical in geographical locations where Contractor does not have resident service engineers. Contractor does not warrant that the use of equipment will be uninterrupted or error free.

- 4.6. Contractor Responsibilities: As applicable to the specific maintenance contract schedule, service actions performed by Contractor will include all parts, materials, and labor required to adjust, maintain, repair, or restore the equipment to proper operating condition in accordance with the manufacturer's specifications. Contractor will not perform any modifications to the equipment without County's written approval. Contractor will perform all service actions at the equipment site whenever possible and practical. Contractor will perform all service actions with the least possible interference or disruption to the orderly conduct of County's normal operations. Upon the completion of service, Contractor will leave County's premises in as neat, orderly, and clean condition as existed upon start of services. Contractor will be responsible for obtaining all air side passes, work permits, clearances, and required licenses. Contractor will be responsible for compliance with all laws, codes, rules, and regulations applicable to services performed under this contract. Contractor will not transfer or assign its obligations under this contract, either in whole or in part, without the prior written approval of County.
- 4.7. Additional Services: Upon agreement between County and Contractor, Contractor may perform additional services beyond Contractor's obligations under this contract. Such services may include, but are not limited to, spare parts, materials, any repairs, equipment installation, relocation, and re-installation. All such services, when performed, will be invoiced to County in accordance with Contractor's prevailing standard service rate schedule.
- 4.8. Service Call Report (SCR): Upon completion of service, Contractor's service engineer will submit the SCR to County's authorized representative. The SCR will itemize the service actions performed. County's authorized representative will be provided with a copy of the completed and signed SCR. Should County fail to have an authorized representative on site for any reason upon completion of Contractor's services, the lack of County's authorized representative's signature on the SCR will not be a basis for claiming that unsatisfactory service was provided by Contractor.
- 4.9. Spare Parts and Materials: All spare parts and materials provided and or replaced by the Contractor, regardless if they are new; factory refurbished, rebuilt, restored, renovated or reconditioned, shall be warranted for ninety (90) days from the date of installation. Contractor reserves the right to use Like-Kind-Quality spare parts and materials including new, factory refurbished, rebuilt, restored, renovated or reconditioned items. Any use of alternate spare parts and materials shall have no effect on the Form, Fit, and Function of said parts and materials and shall be warranted for ninety (90) days from the date of installation, or the remaining life of the contract, whichever is longer.