

MEMORANDUM OF UNDERSTANDING: DMS-21/22-031
BETWEEN
STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES
AND
BREVARD COUNTY, FLORIDA

AMENDMENT No. 1

This Amendment to Memorandum of Understanding (Amendment) is to extend the term of the Memorandum of Understanding (MOU) between the **Florida Department of Management Services** (the "Department"), a state agency, and **Brevard County**, (the "County") a political subdivision of the state of Florida created pursuant to Florida Statutes, collectively referred to herein as the "Parties".

WHEREAS, L3Harris Technologies, Inc., (L3H), formally known as Harris Corporation, is the operator of a Florida Statewide Law Enforcement Radio System network (SLERS) in accordance with the terms of Contract No. 725-001-01-1, the Service and Access Agreement for the SLERS network dated September 28, 2000, between the Department and L3H, as amended.

WHEREAS, on December 22, 2009, the County received federal money from the Public Safety Interoperability Communications Grant through a grant agreement with the Florida Division of Emergency Management to build the Region V IO Network.

WHEREAS, in accordance with section 282.702(3), Florida Statutes, the Parties executed the MOU on August 23, 2011, for the installation, maintenance and operation of interconnection equipment (Interconnection) between Region V IO Network and SLERS at the Ironbridge facility.

WHEREAS, the purpose of the MOU was to describe the mutual goals and responsibilities regarding the installation, maintenance, and operation of the Interconnection that allows the County access to SLERS Interoperability Talk Groups.

WHEREAS, the Department had no obligation to pay expenses incurred during the implementation or operation of the Interconnection for the term of the MOU. The Interconnection used and installed by the County was at the County's sole expense.

WHEREAS, the original term of the MOU continues through the end of June 30, 2021, unless terminated earlier by mutual agreement, and may be extended by mutual written consent of the Parties.

NOW, THEREFORE, the Parties hereto mutually agree to the following amendments to the MOU:

1. All references to "Harris Corporation" and "Harris" shall be replaced with "L3Harris Technologies, Inc." and "L3H," respectively.
2. The term of this MOU is extended through **June 30, 2036**, unless terminated earlier pursuant to the provisions of this MOU. At the conclusion of this period, this MOU may be extended by mutual written consent of the Parties hereto. The MOU may be terminated by either party, with or without cause, upon at least ninety (90) days written notice to the other party.

3. The following Article is hereby added to the Memorandum of Understanding:

Article XII. Points of Contacts

Department

Division of Telecommunications
Department of Management Services
Attn: Luis Lopez, Contract and Project
Management Manager
4030 Esplanade Way, Ste 180k
Tallahassee, Florida 32399
Phone (850) 414-2606
Email: Luis.Lopez@dms.fl.gov

Brevard County

Brevard County
Board of County Commissioners
Attn: Lizzet Ruiz, PS Radio
System Manager
1746 Cedar St.
Rockledge, FL 32955
Phone: 321-637-4074
Email: lizzet.ruiz@brevardfl.gov

In the event that different points of contact designated by either party after execution of this Amendment, notice of the name, title, and address of the new manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the MOU.

Except as specifically set forth in this Amendment, the MOU is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the MOU and this Amendment, the terms of this Amendment shall take precedence.

IN WITNESS HERETO, the Parties execute this Amendment by their duly authorized officials:

**FLORIDA DEPARTMENT OF
MANAGEMENT SERVICES**

By: _____

Printed Name: David Rathke

Title: Director of Finance and Administration

Date: _____

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

As approved by the Board on August 24, 2021

By: _____

Name: Rita Pritchett

Title: Chair

Date: _____

As to form and legality:

By: 

Date: 7/9/2021