

LEE COUNTY PORT AUTHORITY
FIRST AMENDMENT TO SERVICE PROVIDER AGREEMENT FOR
IBM MAXIMO SAAS UPGRADE, MIGRATION & ASSOCIATED SERVICES
22-17NJD

THIS FIRST AMENDMENT is made and entered this ____ th day of _____ 2024, between **LEE COUNTY PORT AUTHORITY**, a special district and political subdivision of the state of Florida ("Authority"), at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913, and **STARBOARD CONSULTING, LLC**, a Florida limited liability company authorized to do business in the state of Florida ("Provider"), whose business address is 2170 West State Road 434, Suite 496, Longwood, Florida 32779, Federal Identification Number 26-0333413 (collectively, the Authority and Provider are referred to throughout this Agreement as the "Parties").

WITNESSETH

WHEREAS, the Authority and Provider entered into a Service Provider Agreement ("Agreement") for its Maximo Software-as-a-Service (SaaS) upgrade, successful migration, implementation, training, and associated services as well as continuous maintenance and support as specified in Request for Proposals (RFP) 22-17NJD for the Authority in Fort Myers, Florida; and,

WHEREAS, Exhibit H of the Agreement allows the Authority to pursue a Commercial Off the Shelf (COTS) IBM Maximo Application Suite (MAS) version 8.x migration of its existing Maximo database; and,

WHEREAS, Provider has deemed the IBM Maximo MAS Manage version 8.x is fully ready for its Maximo as a Service offering and the Authority has acknowledged it is ready to move to IBM Maximo MAS version 8.x; and,

WHEREAS, the migration to IBM Maximo MAS version 8.x will convert the current licensing model in Exhibit B of the Agreement from named licenses to AppPoints; and,

WHEREAS, the Parties desire to amend the Maintenance and Support table listed in Exhibit B, Part 2 of the Agreement to coincide with the AppPoints licensing model provided in the IBM MAS version 8.x environment; and,

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions contained herein, and the mutual consideration described below, the Parties agree to amend the Agreement as follows:

1. **RECITALS.** The above recitals are true and correct and incorporated into and made part of this Amendment by reference.

2. **EXHIBIT B – COMPENSATION SCHEDULE, PART 2, paragraph 1 and the corresponding table are hereby amended as follows:**

The following table represents the annual recurring firm fixed unit prices for the remainder of the initial term of the Agreement. Payment will be made for actual quantities provided at the request of the Authority.

Recurring Maintenance and Support			
Description of Product	Est. Quantity	Fixed Unit Price	Est.Total
MaaS Solution App Point (Additional licenses not included in Base Fee)	0	\$ 437.50	\$ -
MaaS Solution App Point included in Base Fee	155	\$ 778.68	\$ 120,695.40
MaaS Solution AWS Base Fee	1	\$ 38,100.00	\$ 38,100.00
MaaS Solution Integration with 3rd Party Application- PAR Platform Annual Fee	1	\$ 5,080.00	\$ 5,080.00
SAML (Security Assertion Markup Language) Annual Fee	1	\$ -	\$ -
MaaS Manage Add On Non Production Instances for Database Access	1	\$ 12,700.00	\$ 12,700.00
MaaS Solution Estimated Annual Total:			\$ 176,575.40

3. **REMAINING TERMS.** The remaining provisions of the Agreement remain in full force and effect as if set forth in this Amendment in full.

4. **ACCEPTANCE.** Acceptance of this Amendment will be indicated by the signature of the duly authorized representative of each party in the space provided. Any affixed electronic signature of the authorized signatory is the act of and attributed to the authorized signatory. Electronic signature must be of sufficient quality to be legible electronically or when printed in hardcopy.

IN WITNESS WHEREOF, the Parties have executed this First Amendment by their proper officials, effective the day and year first written above.

PROVIDER

DocuSigned by:

By: 3FF9674B84F2482...
Karen A. Buck, Executive Director

**BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA**

By: _____
Chair or Vice Chair

Attest: Kevin Karnes
Lee County Clerk of Court

Approved as to Form for the Reliance
of Lee County Port Authority Only:

By: _____
Deputy Clerk

By: _____
Port Authority Attorney's Office