

FIFTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND FITCH & ASSOCIATES LLC FOR ASSESSMENT OF BROWARD COUNTY'S REGIONAL E911 CONSOLIDATED COMMUNICATIONS SYSTEMS (RLI # N1388702R1)

This Fifth Amendment ("Fifth Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County") and Fitch & Associates, LLC, a Delaware limited liability company ("Fitch" or "Consultant") (collectively County and Fitch are referenced as the "Parties").

RECITALS

A. The Parties entered into the Agreement Between Broward County and Fitch & Associates LLC for Assessment of Broward County's Regional E911 Consolidated Communications Systems (RLI # N1388702R1), dated January 5, 2016, which was amended by a First Amendment, dated August 19, 2016, and a Second Amendment, dated June 23, 2017, to increase the not-to-exceed amounts; a Third Amendment, dated January 2, 2019, to extend the term for one additional year through January 4, 2020, and to further increase the not-to-exceed amounts; and a Fourth Amendment, dated May 18, 2020, to extend the term (as amended, the "Agreement").

B. The Agreement, as amended to date, permitted the original term to be extended for up to four (4) additional one-year terms. All four permitted extension terms have been effectively exercised, such that the Agreement currently expires on January 4, 2021.

C. The Parties desire to further amend the Agreement to permit the term of the Agreement to be extended for up to two (2) additional one-year terms through January 4, 2023.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, County and Consultant agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Fifth Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all terms and conditions of the Agreement remain in full force and effect, including all Exhibits. Amendments are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions.

3. The Parties agree to extend the term of the Agreement for up to two (2) additional one-year extension terms on the existing terms and conditions. If both additional one-year extensions are exercised by County as provided in Section 3.1 of the Agreement, as amended herein, the Agreement will expire on January 4, 2023. The Parties agree and stipulate that the first additional one-year extension through January 4, 2021, has been effectively exercised by County as of the effective date of this Fifth Amendment.

4. Section 3.1 of the Agreement is amended as follows:

3.1 The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end one year after the Effective Date ("Initial Term") unless extended pursuant to this Section. County shall have the option to renew this Agreement for up to ~~four (4)~~ six (6) additional one (1) year terms by sending notice thereof to Fitch at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise this renewal option. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

5. The effective date of this Fifth Amendment shall be the date of complete execution by the Parties.

6. This Fifth Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the parties hereto have made and executed this Fifth Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ___ day of December, 2020, and Fitch & Associates, LLC, signing by and through its _____, duly authorized to execute same.

COUNTY


ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 2020

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By  _____
René D. Harrod (Date)
Chief Deputy County Attorney

Digitally signed by RENE D.
HARROD
Date: 2020.11.19 17:49:29
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RDH
Fitch & Associates Fifth Amendment
11/19/2020
541845.1

FIFTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND FITCH & ASSOCIATES
LLC FOR ASSESSMENT OF BROWARD COUNTY'S REGIONAL E911 CONSOLIDATED
COMMUNICATIONS SYSTEMS (RLI # N1388702R1)

CONSULTANT

WITNESSES:

Fitch & Associates, LLC

Signature

By _____
Authorized Signor

Print Name of Witness

Print Name and Title

Signature

_____ day of _____, 2020

Print Name of Witness

ATTEST:

Corporate Secretary or authorized agent

(CORPORATE SEAL)