



FIRST AMENDMENT TO THE AMENDED AND RESTATED OPERATOR AGREEMENT

This First Amendment to the Amended and Restated Agreement between Broward County and Sheriff of Broward County for the Operation of Call-Taking, Teletype (Queries Only) and Dispatch Services for the Consolidated Regional E-911 Communications System (the "Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the Sheriff of Broward County, a constitutional officer of Broward County ("BSO") (County and BSO are collectively referred to as the "Parties").

RECITALS

A. County and BSO entered the Agreement, dated December 30, 2020, to govern the operation of the County's regional E-911 communications system ("E-911 System") for the period from January 1, 2021, through September 30, 2022 (identified in the Agreement as the "Second Term"), with provisions to extend for additional time periods.

B. The Parties desire to continue working together to support and operate the E-911 System, and discuss ways to further improve the E-911 System for the benefit of all participating communities and the public at large.

C. To that end, County and BSO desire to extend the duration of the Agreement to allow time for the Parties to discuss substantive amendments to the Agreement. This First Amendment will extend the current Agreement for three (3) months, and provide for up to three (3) additional three (3) month extensions, to allow time for the Parties to agree upon any substantive amendments.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties 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 First Amendment shall retain the meaning ascribed to such terms in the Agreement. Except as modified herein, all terms and conditions of the Agreement remain in full force and effect.

2. Section 3.2 of the Agreement is replaced in its entirety with the following:

3.2 Following the Second Term, this Agreement shall automatically be extended for an additional period of three (3) months from October 1, 2022, through December 31, 2022 ("First Extension Period"), on the same terms and conditions as the existing Agreement except as expressly modified herein. If approved in writing by both the County Administrator and the Sheriff prior to the end of the then-current three-month period, the Agreement may be extended for up to three (3) additional three-month period(s) (each, an "Additional Extension Period") on the same terms and conditions as the existing Agreement except as expressly modified herein. If not so approved by both the County Administrator and the Sheriff, the Agreement shall expire at the end of the then-current three-month period. Collectively, the First Extension Period and any Additional Extension Period(s) exercised pursuant to this section are referred to herein as the "Extension Periods."

3. Section 3.4 of the Agreement is deleted in its entirety.

4. BSO shall continue to provide System Services throughout the Extension Periods in accordance with the scope of services and terms and conditions in the Agreement.

5. On the first day of each month during the Extension Periods, County shall pay BSO the monthly amount for System Services in accordance with the final budget approved by the Broward County Board of County Commissioners ("Monthly Amount"), which amounts shall be subject to the terms and conditions of the Agreement.

6. This First Amendment shall be effective as of the date executed by the last of the Parties to execute this First Amendment.

Remainder of this page is intentionally blank.

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

Board of County Commissioners

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the _____ of _____, 2022, and BROWARD SHERIFF'S OFFICE, signing by and through its Sheriff, Gregory Tony, duly authorized to execute same.

BROWARD COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

By:

Ву: _____

Mayor

____ day of _____, 2022

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

By

Digitally signed by Rene D. Harrod Reason: Approved as to form Date: 2022.08.26 12:02:28 -04'00'

René D. Harrod (Date) Chief Deputy County Attorney

RDH 2022-08-24 First Amendment Restated Operator Agreement 08/24/22

First Amendment Amended and Restated Operator Agreement

Page 3 of 4

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OPERATOR

Sheriff of Broward County

By: _____Colonel Mcluse Anderson, Undersheriff For: Sheriff Gregory Tony

_ day of _____, 2022 26

SM

Approved as to form & legal sufficiency subject to the execution by the parties

DocuSigned by: Timere ynde By:

Terrence C. Lynch, General Counsel / Executive Director Office of the General Counsel Broward Sheriff's Office

/25/2022 | 14:23 PM EDT Date:

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