



**FIRST AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND M2MOBI LLC**

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Move Agency Amsterdam B.V. f/k/a M2Mobi LLC, an Amsterdam corporation ("Contractor") (collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Technology Products Agreement Between Broward County and M2Mobi LLC, dated March 20, 2023 (the "Agreement"), whereby Contractor provides County's Aviation Division with support and maintenance of the M2Mobi Digital Airport Platform.

B. On or about June 7, 2023, Contractor changed its name from M2Mobi LLC to Move Agency Amsterdam B.V, with no change in its federal EIN number.

C. The Parties now desire to amend the Agreement to clarify signing authority for Optional Services.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are 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.

2. Amendments to the Agreement made pursuant to this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Section 3.7 of the Agreement is amended as follows:

3.7 Optional Services. If any goods or services under this Agreement, or the quantity thereof, are identified as optional ("Optional Services"), County may select the type, amount, and timing of Optional Services pursuant to a work authorization ("Work Authorization") in substantially the form attached as Exhibit F executed by Contractor and County pursuant to this section. Any Optional Services procured, when combined with the required goods or services under this Agreement, shall not result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in this Agreement, Work Authorizations shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total aggregate cost to County is less than \$50,000.00;

(b) the Purchasing Director may execute Work Authorizations for which the total aggregate cost to County is \$50,000.00 or more, up to the applicable not-to-exceed amount stated in Section 5.1 ~~within the Purchasing Director's delegated authority; and~~ ~~(c) any Work Authorization above the Purchasing Director's delegated authority requires express approval by the Board.~~ Contractor shall not commence work on any Work Authorization until receipt of a purchase order and issuance of a Notice to Proceed by the Contract Administrator.

4. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

6. Contractor acknowledges that through the date this First Amendment is executed by Contractor, Contractor has no claims or disputes against County with respect to any of the matters covered by the Agreement.

7. The effective date of this First Amendment shall be the date of complete execution by the Parties.

8. This First Amendment may be executed in counterparts, whether signed physically or electronically, 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 First 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 _____, 20__, and Contractor, signing by and through its CEO, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

By: _____
Mayor
____ day of _____, 20__

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 Sara Cohen
Sara Cohen (Date)
Assistant County Attorney

Digitally signed by Sara Cohen
Reason: Approved as to form
Location: Broward County
Attorney's Office
Date: 2024.01.18 09:56:30
-05'00'

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

Digitally signed by René D.
Harrod
Reason: Approved as to form
Date: 2024.01.18 10:38:18
-05'00'

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CONTRACTOR

By: 
Authorized Signer

RBH Kosse, CEO
Print Name and Title

18 day of January, 2024