



**FIFTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND MISSION
CRITICAL PARTNERS, LLC FOR CONSULTING SERVICES FOR PUBLIC SAFETY RADIO
COMMUNICATIONS NETWORK (RFP #R1227606P1)**

This Fifth Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and Mission Critical Partners, LLC, a Delaware limited liability corporation registered to transact business in the State of Florida ("Consultant") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Consultant Services for Public Safety Radio Communications Network Agreement, dated May 15, 2015, for Consultant to provide consulting services to County for its existing 800MHz trunked radio system, 6GHz microwave system, fire station alerting system, and UHF alphanumeric paging system (the "Original Agreement").

B. The Original Agreement was amended by a First Amendment, dated August 1, 2018, to increase the not-to-exceed amounts and expand the scope of Optional Services to include additional consultative and professional services in support of improvements to the regional consolidated communications systems; a Second Amendment, dated April 20, 2020, to further increase the not-to-exceed amounts and extend the term; a Third Amendment, dated April 13, 2022, to increase the not-to-exceed amounts for certain services; and a Fourth Amendment, dated July 19, 2023, to increase the not-to-exceed amounts for Optional Services. The Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment, is referred to herein as the "Agreement."

C. The Agreement is currently scheduled to expire on May 14, 2025. The Parties desire to extend the term of the Agreement for up to five (5) additional one-year extension terms.

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 Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this 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 4.2 of the Agreement is amended as follows:

4.2 Extensions. **For time periods after the Initial Term, t**~~This Agreement may be extended for up to five (5) ten (10) one-year renewal extension terms (each a "Renewal Extension Term")~~**any such renewal Extension T**~~term may be exercised by written notice~~

by the Director of Purchasing prior to expiration of the then-current term; ~~any extension thereafter must be agreed to by written amendment by the Parties.~~ In the event that unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an extension not practicable or if no extension is available, and expiration of this Agreement would result in a gap in the provision of services necessary for the ongoing operations of the County, then this Agreement may be extended on the same terms and conditions by the Purchasing Director for period(s) not to exceed six (6) months in the aggregate.

4. Section 5.1 of the Agreement is amended as follows:

5.1 Amount and Method of Compensation. For the duration of the Agreement, County will pay Consultant up to a maximum amount as follows:

Services/Goods	Term	Not-To-Exceed Amount
Consulting Services	Initial Term	\$322,921.03
Reimbursables	Duration of Agreement (inclusive of any Renewal all Extension Terms)	\$70,000.00
Pass-Through – All Third-Party Services (No Mark-Up)	Duration of Agreement (inclusive of any Renewal all Extension Terms)	\$700,000.00
Frequency Coordination Services (at the channel/site rate per Exhibit B)	Duration of Agreement (inclusive of any Renewal all Extension Terms)	\$300,000.00
Optional Services	Duration of Agreement (inclusive of any Renewal all Extension Terms)	\$350,000.00 \$500,000.00 for hourly services (without a statement of work) \$4,700,000.00 for project work (with a statement of work)
TOTAL NOT TO EXCEED		\$6,442,921.03 \$6,592,921.03

5. Section 4.1 of the Agreement is amended as follows:

4.1 Term. The Agreement shall become effective on the date it is fully executed by the parties (the "Effective Date"). The initial term of the Agreement shall be for a period of five (5) years from the ~~date of Final Acceptance~~ **Effective Date, namely the period from May 6, 2016, through May 5, 2021** (the "Initial Term").

6. Entities of Foreign Concern. By execution of this Amendment, the undersigned authorized representative of Consultant hereby attests under penalty of perjury as follows: Consultant is not

owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in the entity; and the undersigned authorized representative of Consultant declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

7. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Consultant, Consultant hereby attests under penalty of perjury that Consultant does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Consultant declares that they have read the foregoing statement and that the facts stated in it are true.

8. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this 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 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.

9. Preparation of this 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.

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

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

12. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and 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 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 _____, signing by and through its duly authorized representative.

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

Digitally signed by René D. Harrod
DN: cn=René D. Harrod, ou=Broward
County Attorney's Office,
email=rharrod@broward.org, c=US
Reason: Approved as to form
Date: 2025.03.12 14:47:39 -0400

RDH
2025-02-24 Fifth Amendment MCP
2/10/2025
#1148270.2

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NETWORK (RFP #R1227606P1)**

CONSULTANT

By:  Digitally signed by John L.
Spearly
Date: 2025.02.26
18:29:58 -05'00'

Authorized Signer

John L. Spearly, Director of

Print Name and Title

26 day of February, 2025