



**FOURTH AMENDMENT TO SOFTWARE LICENSE, MAINTENANCE, AND SUPPORT AGREEMENT  
BETWEEN BROWARD COUNTY AND GENCORE CANDEO, LTD., d/b/a THE GENESIS GROUP**

This is the Fourth Amendment ("Fourth Amendment") to the Software License, Maintenance, and Support Agreement Between Broward County and GenCore Candeco, Ltd., d/b/a The Genesis Group, entered into by and between Broward County, a political subdivision of the State of Florida, and GenCore Candeco, Ltd., d/b/a The Genesis Group, a Texas corporation authorized to transact business in the State of Florida ("Provider" or "Genesis"). Collectively, Provider and County are referred to as the "Parties."

**RECITALS**

A. The Parties entered into the Software License, Maintenance, and Support Agreement Between Broward County and GenCore Candeco, Ltd., d/b/a The Genesis Group, dated November 17, 2013, which has been amended three times (as amended, the "Agreement").

B. The Parties desire to further amend the Agreement to add additional renewal terms, set forth pricing for such renewal terms, and revise certain other provisions of the Agreement.

Now, therefore, for good and valuable consideration, the receipt and adequacy 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 Fourth 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. Amendments are indicated herein by use of strikethroughs to indicate deletions and bold/underline to indicate additions, unless otherwise indicated.
3. The Parties agree that pursuant to Section 4.2 of the Agreement, the term of the Agreement has been extended through November 16, 2020.
4. Section 1.3 of the Agreement is amended as follows:
  - 1.3 Contract Administrator. Director of Broward County's Office of ~~Communications Technology~~ Regional Emergency Services and Communications, or such person's successor designee as designated by ~~County~~ same in writing.
5. Section 4.2 of the Agreement is amended as follows:
  - 4.2 Extensions. County ~~shall have the option to~~ may renew this Agreement, subject to written approval by Provider, for up to two (2) additional one (1) year terms by sending notice thereof to Provider at least 270 days prior to the expiration of the then-current term. As permitted, County has exercised two (2) additional one (1) year terms, with

the second option covering the period from November 17, 2019, through November 16, 2020. Thereafter, County shall have the option to renew this Agreement for a period starting November 17, 2020, and ending September 30, 2021, (the "2020-2021 Term"), and for up to two (2) additional one (1) year terms thereafter (i.e., from October 1, 2021, through September 30, 2022, and from October 1, 2022, through September 30, 2023, referred to as the "2021-2022 Term" and "2022-2023 Term," respectively) via written notice to Provider at least 30 days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise ~~this~~ all available renewal options.

6. The Parties agree that in lieu of the Purchasing Director providing written notice to exercise the option for the 2020-2021 Term pursuant to Section 4.2 of the Agreement, County, by this reference, has properly exercised its option as of the effective date of this Fourth Amendment such that the Agreement is effectively renewed for the 2020-2021 Term. The Agreement is amended to create Exhibit B-1, "Payment Schedule (for 2020-2021 Term, 2021-2022 Term, and 2022-2023 Term)," to set forth pricing for the elected 2020-2021 Term, the optional 2021-2022 Term, and the optional 2022-2023 Term. All references to Exhibit B in the Agreement shall be deemed to include Exhibit B and Exhibit B-1 where applicable.

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

5.1 For the duration of the Agreement, County will pay (or has paid, as applicable) Provider in accordance with Exhibit B up to the following maximum amount(s):

<b>Services/Goods</b>	<b>Term</b>	<b>Not-To-Exceed Amount</b>
Maintenance and Support Services	Initial Term	\$40,000.00
Each optional renewal term	Each 1 year renewal term (2 renewal terms possible <u>through November 16, 2020</u> )	\$11,000.00 (total \$22,000.00)
<u>Support and Maintenance Services</u>	<u>2020-2021 Term</u>	<u>\$10,000.00</u>
<u>Support and Maintenance Services</u>	<u>2021-2022 Term</u>	<u>\$11,500.00</u>
<u>Support and Maintenance Services</u>	<u>2022-2023 Term</u>	<u>\$11,500.00</u>
Optional Services	Duration of the Agreement (inclusive of any renewals)	\$3,500.00

Services/Goods	Term	Not-To-Exceed Amount
<b>TOTAL NOT TO EXCEED</b>		<b><del>\$65,500.00</del></b> <b><u>\$98,500.00</u></b>

8. The effective date of this Fourth Amendment is the date of complete execution by both Parties.

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

*(Remainder of Page Left Intentionally Blank).*

IN WITNESS WHEREOF, the Parties hereto have made and executed this Fourth 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 \_\_\_\_\_, 2020, and GENCORE CANDEO, LTD., d/b/a THE GENESIS GROUP, signing by and through its \_\_\_\_\_, duly authorized to execute same.

**BROWARD 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  
Telecopier: (954) 357-7641

Neil Sharma Digitally signed by Neil Sharma  
Date: 2020.08.05 16:08:33  
-04'00'  
By \_\_\_\_\_  
Neil Sharma (Date)  
Assistant County Attorney

RENE D. HARROD Digitally signed by RENE D.  
HARROD  
Date: 2020.08.06 10:56:31 -04'00'  
By \_\_\_\_\_  
René D. Harrod (Date)  
Deputy County Attorney

NS/RDH  
05/26/2020  
Genesis Group Fourth Amendment

FOURTH AMENDMENT TO SOFTWARE LICENSE, MAINTENANCE, AND SUPPORT AGREEMENT  
BETWEEN BROWARD COUNTY AND GENCORE CANDEO, LTD., d/b/a THE GENESIS GROUP

PROVIDER

WITNESSES:

GENCORE CANDEO, LTD., d/b/a THE GENESIS  
GROUP

\_\_\_\_\_  
Signature

By *Mandy Jentes*  
Authorized Signor

\_\_\_\_\_  
Print Name of Witness

MANDY JENTES  
Print Name and Title

\_\_\_\_\_  
Signature

28<sup>th</sup> day of MAY, 2020

\_\_\_\_\_  
Print Name of Witness

ATTEST:

*Kevin Howell*  
Corporate Secretary or authorized agent

(CORPORATE SEAL)



**Exhibit B-1 – Pricing Schedule (for 2020-2021 Term, 2021-2022 Term, and 2022-2023 Term)**

**Support and Maintenance Services Fees**

<b>Specific Support and Maintenance Services</b>	<b>Time Period</b>	<b>Invoicing</b>	<b>Total Fee</b>
GW3-ATIA for 1 zone plus SAM/Clone Watch (for 3 zones)	2020-2021 Term	In advance of applicable term	\$5,671.97
	2021-2022 Term		\$6,482.38
	2022-2023 Term		\$6,482.38
Two (2) GenWatch 3 OTA for Rimll (one each on the following servers: Commander LE and SystemWatch)	2020-2021 Term	In advance of applicable term	\$3,968.87
	2021-2022 Term		\$4,535.96
	2022-2023 Term		\$4,535.96

**Optional Services or Additional Software/Licenses**

Refer to pricing set forth in Exhibit B for such services.