



THIRD AMENDMENT TO THE SYSTEM AND SERVICES AGREEMENT BETWEEN BROWARD COUNTY AND BROCK SOLUTIONS US SYSTEMS LLC

This Third Amendment (“Third Amendment”) is entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and Brock Solutions US Systems LLC (formerly known as Brock Solutions U.S. Inc.), a Texas corporation registered to transact business in the State of Florida (“Brock” or “Provider”) (collectively referred to as the “Parties”).

RECITALS

A. The Parties entered into the System and Services Agreement Between Broward County and Brock Solutions U.S. Inc., dated August 22, 2017 (the “Original Agreement”), to provide support and maintenance services for the maintenance and control panels for Terminals 1, 2, 3, and 4 at the Fort Lauderdale-Hollywood International Airport.

B. The Original Agreement was amended by a First Amendment, dated April 9, 2019, which increased the not-to-exceed amounts, extended the term, and modified certain other provisions, and a Second Amendment, dated June 29, 2020, which upgraded the System by including the Brock SmartConnect and SmartBag platforms, added security terms, approved Work Authorization No. WA-02-Brock-SmartConnect & BMS, and acknowledged the assignment of the Original Agreement, as amended, from Brock Solutions, U.S., Inc. to Brock Solutions US Systems LLC, on or about December 2, 2019. The Original Agreement, as amended by the First Amendment and the Second Amendment, is referred to herein as the “Agreement.”

C. The Parties now desire to further amend the Agreement to further increase the not-to-exceed amounts and to update certain other provisions of the Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Provider 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 Third Amendment shall retain the meaning ascribed to such terms in the Agreement.

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

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

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

Services/Goods	Term	Not-To-Exceed Amount
Equipment, Software, System and Services per Exhibits A-1 and A-2	Initial Term	\$220,000.00
Non-Covered Services	Duration of the Agreement (inclusive of any renewals)	\$650,000.00
Support and Maintenance Services per Exhibit C	Duration of the Agreement (inclusive of any renewals)	\$1,250,000.00
Optional Services	Duration of the Agreement (inclusive of any renewals)	\$3,000,000.00 <u>\$6,500,000.00</u>
TOTAL NOT TO EXCEED		\$5,120,000.00 <u>\$8,620,000.00</u>

Payment shall be made only for work actually performed and completed pursuant to this Agreement or as otherwise set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Provider as full compensation for all such work. Provider acknowledges that the amounts set forth herein are the maximum amounts payable for the respective terms and constitute a limitation upon County’s obligation to compensate Provider for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Provider’s obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, Provider shall not be reimbursed for any expenses it incurs under this Agreement.

4. A new Section 14.31 is hereby added to the Agreement to read as follows (bold/underlining omitted):

14.31. Verification of Employment Eligibility. Provider represents that Provider and each subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired United States employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Provider violates this section, County may immediately terminate this Agreement for cause and Provider shall be liable for all costs incurred by County due to the termination.

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

6. Preparation of this Third 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.

7. The Parties agree and acknowledge that through March 31, 2021, Provider has no claims for overdue unpaid invoices with respect to any of the matters covered by the Agreement.

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

9. This Third 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 Third 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 _____, 2021, and Brock Solutions US Systems 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 _____, 2021

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 Al A DiCalvo
Digitally signed by Al A DiCalvo
Date: 2021.03.15 09:28:26 -04'00'

Al A. DiCalvo (Date)
Senior Assistant County Attorney

By 
Digitally signed by RENÉ D. HARROD
Date: 2021.03.15 08:52:47 -04'00'

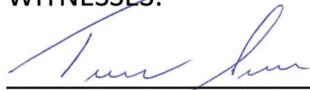
René D. Harrod (Date)
Deputy County Attorney

RDH/vu
2021-03-12 Brock Solutions US Systems LLC Third Amendment
3/12/2021

**THIRD AMENDMENT TO SYSTEM AND SERVICES AGREEMENT BETWEEN
BROWARD COUNTY AND BROCK SOLUTIONS US SYSTEMS LLC**

PROVIDER

WITNESSES:



Signature

Trevor Simon

Print Name of Witness

Signature

Print Name of Witness

BROCK SOLUTIONS US SYSTEMS LLC

By 

Authorized Signor

Salman Nezat - CFO

Print Name and Title

12 day of March, 2021

ATTEST:

Emir Crowne 

Corporate Secretary or authorized agent

(CORPORATE SEAL)