

**AMENDMENT NO. 2 TO AGREEMENT BETWEEN  
BROWARD COUNTY AND WSA SYSTEMS-BOCA, LLC FOR  
FIRE ALARM AND SECURITY SYSTEMS MAINTENANCE SERVICES**

This Amendment No. 2 (“Amendment No. 2”) to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida (“County”), and WSA Systems-Boca, LLC, a foreign limited liability company authorized to transact business in the State of Florida (“Contractor”) (collectively, the “Parties”), is entered into effective as of the date this Second Amendment is fully executed by the Parties (“Effective Date”).

RECITALS:

A. County and Contractor entered into an agreement for Security and Fire Alarm Systems Maintenance Services (Bid No. BLD2116441B1) on August 8, 2018 (“Original Agreement”), that established the start date of the initial term as August 1, 2018, which was amended by Amendment No. 1, dated September 17, 2018, to revise the start date of the initial term to October 1, 2018. The Original Agreement, as amended by Amendment No. 1, is referred to herein as the “Agreement.” The Agreement provided for an initial one year term with two one-year option periods.

B. The potential maximum not-to-exceed amount of the Agreement (including the option periods) was initially established in the amount of Two Million Nine Hundred Fifty-eight Thousand Six Hundred Six Dollars (\$2,958,606.00), which amount included Ninety Thousand Dollars (\$90,000.00) in a pass-thru allowance for parts and materials. On April 12, 2019, the maximum not-to-exceed amount of the Agreement was increased to Three Million One Hundred Ninety Thousand Four Hundred Thirty-nine Dollars (\$3,190,439.00), which amount included Two Hundred Six Thousand Three Hundred Thirty-three Dollars (\$206,333.00) in a pass-thru allowance for parts and materials.

C. The Parties desire to again amend the Agreement to increase the maximum not-to-exceed amount and increase the pass-through allowance, in order to upgrade and replace computers at the Rental Car Center and to provide additional allowance through the end of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which are hereby acknowledged, the Parties agree as follows:

1. The maximum not-to-exceed amount of the Agreement shall be increased by Five Hundred Thousand Dollars (\$500,000.00), resulting in a revised maximum not-to-exceed amount of Three Million Six Hundred Ninety Thousand Four Hundred Thirty-nine Dollars (\$3,690,439.00), which amount includes a pass-thru allowance for parts and materials in the amount of Seven Hundred Six Thousand Three Hundred Thirty-three Dollars (\$706,333.00).

2. The General Conditions in the Agreement are amended by the addition of new Sections 48 and 49 to read as follows:

48. Verification of Employment Eligibility. Contractor represents that Contractor 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 employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

49. Prohibited Telecommunications Equipment. Contractor represents and certifies that it and its Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor and its Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

3. Contractor acknowledges that through the date this Second Amendment is executed by Contractor, Contractor has no claims against County with respect to any of the matters covered by the Agreement, and Contractor has no right of set-off or counterclaims against any of the amounts payable under the Agreement.

4. Preparation of this Amendment No. 2 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.

5. The Recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

6. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

7. This Amendment No. 2 may be executed in multiple originals, and 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.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment No. 2: BROWARD COUNTY, signing by and 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 Contractor, WSA SYSTEMS-BOCA, 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  
Aviation Office  
320 Terminal Drive, Suite 200  
Fort Lauderdale, Florida 33315  
Telephone: (954) 359-6100  
Telecopier: (954) 359-1292

By Sharon Thorsen Digitally signed by Sharon Thorsen  
Date: 2021.04.15 11:59:30 -04'00'  
Sharon V. Thorsen (Date)  
Senior Assistant County Attorney

SVT/ch  
Amendment No. 2  
Security & Fire Alarm Maintenance  
04/13/2021  
80071.0095

Amendment No. 2  
Security and Fire Alarm Systems Maintenance Services  
(Bid No. BLD2116441B1)

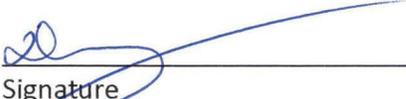
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CONTRACTOR

WITNESSES:

  
\_\_\_\_\_  
Signature

Sara Villa Zapater  
\_\_\_\_\_  
Print Name of Witness above

  
\_\_\_\_\_  
Signature

David Delgado  
\_\_\_\_\_  
Print Name of Witness above

WSA SYSTEMS-BOCA, LLC

By:   
\_\_\_\_\_  
Authorized Signor

BRADLEY Golob  
\_\_\_\_\_  
Print Name and Title

14<sup>th</sup> day of April, 2021

ATTEST:

  
\_\_\_\_\_  
Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)

