



**SECOND AMENDMENT TO SYSTEM AND SERVICES AGREEMENT BETWEEN  
BROWARD COUNTY AND SONIK MESSAGING SYSTEMS, INC.**

This Second Amendment (“Second Amendment”) is entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and SONIK Messaging Systems, Inc., a California corporation registered to transact business in the State of Florida (“SONIK” or “Provider”) (collectively referred to as the “Parties”).

RECITALS

A. The Parties entered into the System and Services Agreement between Broward County and SONIK Messaging Systems, Inc., dated May 6, 2016 (the “Original Agreement”), to provide an ultra-high frequency alphanumeric paging system for the County’s emergency management system.

B. The Original Agreement was amended by a First Amendment, dated August 24, 2016, which addressed minor scope modifications and increased the not-to-exceed amount for Optional Services. The Original Agreement as amended by the First Amendment is referred to herein as the “Agreement.”

C. The Agreement provided that the Initial Term would be for a period of five (5) years after the date of Final Acceptance. Final Acceptance has not yet been achieved, but is anticipated to occur prior to October 31, 2021.

D. The Parties now desire to further amend the Agreement to clarify the initial term of the Agreement, provide for up to five (5) one-year optional renewals, and increase Optional Service amounts.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, County and SONIK 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 Second Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Amendments to the Agreement made pursuant to this Second 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 Change of Scope Procedures. Provider acknowledges that Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the

scope of services to be provided under this Agreement except as expressly provided herein. To the extent any goods or services under this Agreement, or the quantity thereof, are **designated as optional in Exhibit A** ("Optional Services"), County may select the type, amount, and timing of such goods or services pursuant to a Work Authorization (Exhibit E hereto) executed by Provider and County pursuant to this Section **3.7**, and provided that no such selection, when combined with those goods or services required under the Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in the Agreement, Work Authorizations for Optional Services pursuant to this Section shall be executed on behalf of the County as follows: the Contract Administrator may execute Work Authorizations for which the total aggregate cost to County is less than ~~\$30,000.00~~ **\$50,000.00**; the Purchasing Director may execute any Work Authorization for which the total cost to the County is within the Purchasing Director's delegated authority; any Work Authorizations above the County's Purchasing Director delegated authority shall require Board approval. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Provider shall not commence work on any Work Authorization until after receipt of the applicable Notice to Proceed.

4. 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").

5. Section 4.2 of the Agreement is amended as follows:

4.2 Extensions. **County may renew this Agreement with written approval of Provider for up to five (5) additional one (1) year terms (each an "Extension Term") by sending notice of renewal to Provider at least thirty (30) days prior to the expiration of the then-current term; if the Extension Term is approved, then Provider shall provide written confirmation of same. The Purchasing Director is authorized to exercise this renewal option.** 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, provided that any such extension is within the authority of the Purchasing Director or otherwise authorized by the Board.

6. The Parties agree and stipulate that the first Extension Term has been effectively exercised and approved by both Parties as of the effective date of this Second Amendment, such

that the Agreement is extended through May 5, 2022. The Parties shall cooperate and use best efforts to enter into a Third Amendment on or before the date of Final Acceptance addressing any modifications to Support and Maintenance Services, which may include approval of additional subcontractors and updating pricing. The Director of Purchasing is authorized to execute that Third Amendment up to the limits of the Director’s delegated authority under the Broward County Procurement Code.

7. 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):

<b>Services/Goods</b>	<b>Term</b>	<b>Not-To-Exceed Amount</b>
Equipment, Software, System and Services per Exhibit A	Initial Term	\$350,000.00
Support and Maintenance Services per Exhibit C	Initial Term	\$130,000.00
	<b><u>Each Extension Term or other extension period</u></b>	<b><u>\$85,000.00</u></b>
	<b><u>Total for all Extension Terms or other extension periods</u></b>	<b><u>\$425,000.00</u></b>
Optional Services	<del>Duration of the Agreement (inclusive of any renewals)</del> <b><u>Initial Term</u></b>	\$125,000.00
	<b><u>All Extension Terms or other extension periods</u></b>	<b><u>\$125,000.00</u></b>
<b>TOTAL NOT TO EXCEED</b>		<del>\$605,000.00</del> <b><u>\$1,155,000.00</u></b>

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.

8. Exhibit A to the Agreement is amended at Section as follows:

...

Additional Equipment/Hardware

County may acquire any of the ~~following~~ additional equipment offered by Provider relating to the System or enhancements thereof at its then-current pricing (less any discounts that Provider receives) utilizing a purchase order (if no additional services are required) or Work Authorization. This pricing will be extended to any agency within Broward County.

<b>Model Number</b>	<b>Equipment</b>	<b>Price per unit</b>
<del>P/N EXC450-P</del>	<del>UHF Exciter</del>	<del>\$5,950</del>
<del>P/N HMSPA450</del>	<del>300W UHF Power Amplifier w/internal circulator</del>	<del>\$8,797</del>
<del>P/N SC2000-GPS</del>	<del>Cypher III Base Station Controller w/GPS</del>	<del>\$8,867</del>
	<del>Power Supply, set P/N 13.5PS Shelf</del>	<del>\$590</del>
<del>P/N MG-NMS3000-B</del>	<del>Viper Messaging Gateway</del>	<del>\$58,120</del>
<del>P/N N2000-B</del>	<del>Network Management Terminal</del>	<del>\$5,200</del>
<del>LPF450</del>	<del>Low Pass Filter P/N</del>	<del>\$598</del>
<del>Per description</del>	<del>Apollo Gold from Digital Paging company.</del>	<del>\$95</del>
	<del>4-line alphanumeric pagers, compliant per RFP spec.</del>	
<del>Bravo 802</del>	<del>Bravo 802 from Daviscomms 4-line alphanumeric pagers compliant RFP specification per</del>	<del>\$89</del>
<del>Per description</del>	<del>Unication Alpha Elegant, 4-line alphanumeric pager, UHF</del>	<del>\$99</del>
<del>As needed</del>	<del>Any additional equipment necessary for the connectivity between facilities</del>	<del>Lowest reseller price offered by Sonik to any other customer</del>

...

9. Exhibit B to the Agreement is amended in pertinent part as follows:

**Support and Maintenance Services**

<b>Specific Support and Maintenance Services</b>	<b>Unit or Term</b>	<b>Invoicing</b>	<b>Annual Fee</b>
Support and Maintenance Services per Exhibit C	Year One after Final Acceptance	N/A	No additional charge
Support and Maintenance Services per Exhibit C	Annually <b><u>for Initial Term</u></b> commencing Year Two after Final Acceptance	Quarterly in arrears	\$31,712/annually
<b><u>Support and Maintenance Services per Exhibit C</u></b>	<b><u>Annually for each Extension Period</u></b>	<b><u>Quarterly in Arrears</u></b>	<b><u>Annual Fee of immediately preceding annual period plus an increase not to exceed 3%/CPI**</u></b>

**\*\* Provider may increase this fee on an annual basis with at least ninety (90) days' advance written notice to County, provided that such increase per annum shall not exceed the lesser of 3% or CPI. The increase or decrease in CPI shall be calculated as follows: the difference of CPI current period less CPI previous period, divided by CPI previous period, times 100. The CPI current period shall mean the most recent published monthly index prior to contract anniversary. The CPI previous period shall mean for the same month of the prior year. All CPI indices shall be obtained from the U.S. Department of Labor table for Consumer Price Index - All Urban Consumers (Series ID CUURA320SA0) for the area of Miami-Fort Lauderdale, FL (All Items), with a base period of 1982-84 = 100, and not seasonally adjusted.**

Any travel expenses or fees incurred by Provider under this Agreement shall be the sole responsibility of Provider, unless otherwise expressly stated in this Agreement or applicable Work Authorization.

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

11. Preparation of this Second 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.

12. The Parties agree and acknowledge that through the effective date of this Second Amendment, SONIK has no claims for unpaid, overdue amounts against County with respect to any of the matters covered by the Agreement.

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

14. This Second 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 Second 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 SONIK Messaging Systems, Inc., 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

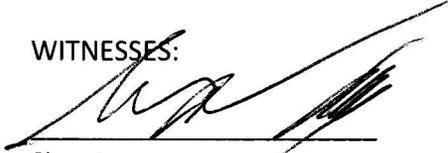
By  \_\_\_\_\_ 4/30/2021  
René D. Harrod (Date)  
Deputy County Attorney

RDH/vu  
2021-04-27 SONIK Second Amendment (DRAFT)  
4/30/2021

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PROVIDER

WITNESSES:

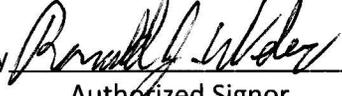
  
\_\_\_\_\_  
Signature

W. L. Topp  
\_\_\_\_\_  
Print Name of Witness

  
\_\_\_\_\_  
Signature

John Sonnenberg  
\_\_\_\_\_  
Print Name of Witness

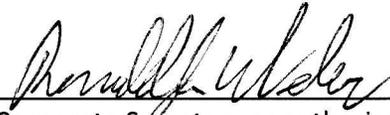
SONIK MESSAGING SYSTEMS, INC.

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

RONALD J. WEBER, PRESIDENT  
\_\_\_\_\_  
Print Name and Title

28<sup>TH</sup> day of APRIL, 2021

ATTEST:

  
\_\_\_\_\_  
Corporate Secretary or authorized agent

(CORPORATE SEAL)

SONIK MESSAGING SYSTEMS, INC. 4/28/21