



**THIRD AMENDMENT TO THE SYSTEM, SERVICES, AND LICENSE AGREEMENT BETWEEN  
BROWARD COUNTY AND UNIFIED DISPATCH, LLC**

This is the Third Amendment (the "Third Amendment") between Broward County (the "County") and Unified Dispatch, LLC, a California limited liability company registered to transact business in the State of Florida (the "Contractor") (collectively referred to as the "Parties").

**RECITALS**

A. The Parties entered into the System, Services, and License Agreement, dated February 3, 2012 (the "Original Agreement"), to provide for Contractor to implement its automated passenger information and interactive voice response systems.

B. The Original Agreement was amended by a First Amendment, dated November 7, 2019, which clarified the start date and expiration date, extended the term of the Agreement to June 8, 2021, increased the not-to-exceed amount for compensation, added security provisions, and clarified other provisions of the Original Agreement, and by a Second Amendment, dated February 20, 2020, which added optional services and increased the not-to-exceed amount for compensation. 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 amend the Agreement to extend the term for one (1) year and provide for Maintenance Support Services during the extension.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, County and Contractor 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. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Section 6.1 of the Agreement is amended as follows:

...

**Extensions. This Agreement is hereby extended from June 9, 2021, through June 8, 2022, for one (1) additional one (1) year term (an "Extension Term"). 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.**

4. Section 6.6 of the Maintenance Support Services Agreement is amended as follows:

6.6 The annual cost for Maintenance for the first four (4) additional one (1) year terms after the Initial Term (i.e., from June 9, 2015 through June 8, 2019) will be Thirty-One Thousand Seven Hundred Seventy-Six Dollars and 20/100 Dollars (\$31,776.20). The cost for Maintenance for the renewal period from June 9, 2019, through June 8, 2020, will be \$34,691 and the cost for Maintenance for the renewal period from June 9, 2020, through June 8, 2021, will be \$35,732. All annual Maintenance fees shall be paid annually in advance, if renewed. The fee for each year of Maintenance after the Initial Term is the "Annual Maintenance Charge."

**The Annual Maintenance Charge for the Extension Term will be \$36,804.**

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 the effective date of this Third Amendment, 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.

8. The effective date of this Third Amendment shall be June 9, 2021.

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.

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 June, 2021, Item No. \_\_\_, and Unified Dispatch, 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 Angela Wallace  
Angela J. Wallace (Date)  
Transportation Surtax General Counsel

Digitally signed by Angela Wallace  
Date: 2021.05.25 10:56:56 -04'00'

AJW/hb  
Unified Dispatch, LLC, Third Amendment  
05/21/21  
#21-114.01

**THIRD AMENDMENT TO THE SYSTEM, SERVICES, AND LICENSE AGREEMENT BETWEEN  
BROWARD COUNTY AND UNIFIED DISPATCH, LLC**

CONTRACTOR

WITNESSES:

DocuSigned by:

*Veronica*

A2173819E7F3436...

Signature

Veronica

Print Name of Witness

DocuSigned by:

*Noah Gusdorff*

2A9EC3D984A846A...

Signature

Noah Gusdorff

Print Name of Witness

UNIFIED DISPATCH, LLC

DocuSigned by:

By

*Dan Tamkin*

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AUTHORIZED SIGNOR

Dan Tamkin, President

Print Name and Title

\_\_\_\_ day of 5/24/2021, 2021

ATTEST:

DocuSigned by:

*Dan Tamkin*

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Corporate Secretary or authorized agent