

**FIFTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
INTEGRATED SYSTEMS RESEARCH CORPORATION FOR CAD/AVL SYSTEM**

This Fifth Amendment (“Amendment”) is entered into between Broward County, a political subdivision of the State of Florida (“County”), and Integrated Systems Research Corporation, a California corporation (“Contractor”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. The Parties entered into the Agreement for Computer-Aided Dispatch (CAD)/Automatic Vehicle Locator (AVL) System Replacement with Single Sign-On and Real-Time Information, dated January 28, 2014 (the “Original Agreement”).

B. The Original Agreement was amended by the First Amendment, dated June 23, 2015, Second Amendment, dated December 10, 2019, Third Amendment, dated August 13, 2020, and Fourth Amendment, dated April 18, 2024. The Original Agreement, as amended, is referred to herein as the “Agreement.”

C. The Second Amendment reduced the term of the Original Agreement from seven years to six years, beginning on the date of the Substantial Completion Notice, and reduced the number of one-year renewals from seven to six (each an “Extension Option”). The term ended on April 1, 2026, and County exercised the first of its six yearly Extension Options.

D. The Original Agreement initially provided CAD/AVL support for 328 buses. County may add additional buses to the System, in which case maintenance and support fees will be adjusted accordingly.

E. The current maximum not to exceed amount of the Agreement is \$13,813,459.95 (“MNE”). The MNE included funding for the initial term of the Agreement but did not include funding to exercise all the Extension Options or to increase the number of buses in the System. The Parties now desire to amend the Agreement to increase the MNE if County elects to exercise additional Extension Options or increase the number of buses in the System.

Now, therefore, for good and valuable consideration, the receipt and sufficiency 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 Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this 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 5.1 of the Agreement is amended as follows:

5.1. County agrees to pay Contractor, in the manner specified in Article 5 herein and Exhibit A, for the Deliverable(s), including Licensed Software and Services actually performed and completed for the System, up to a maximum not to exceed amount of ~~Thirteen Million Eight Hundred Thirteen Thousand Four Hundred Fifty Nine and 95/100 Dollars (\$13,813,459.95)~~ **Eighteen Million Eight Hundred Thirteen Thousand Four Hundred Fifty-Nine and 95/100 Dollars (\$18,813,459.95)**, inclusive of Optional Services described in Exhibit A and Section 5.1.1 below.

4. Section 16.1.1(c) of the Agreement is deleted in its entirety and restated as follows (bold/underlining omitted):

c. Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Contractor represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it has not been identified as a company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Agreement will remain, in compliance with Section 286.101, Florida Statutes.

5. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use 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.

6. Prohibited Telecommunications Equipment. Contractor represents and certifies that Contractor and all Subcontractors do not use, and for the term of the Agreement will not provide or 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.

7. Polystyrene Food Service Articles. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.

8. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

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

10. Preparation of this 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.

11. Contractor acknowledges that through the date this Amendment is executed by Contractor, Contractor has no claims or disputes against County relating to the Agreement including as amended herein.

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

13. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and 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 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 _____, 2026; and _____, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2026

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
William J. Bucciero (Date)
Assistant County Attorney

By _____
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

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CONTRACTOR

Integrated Systems Research Corporation

By: _____
Authorized Signer

Print Name and Title

_____ day of _____, 2026