THIRD AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND KEYLITE POWER & LIGHTING CORP.

This Third Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and Keylite Power & Lighting Corp., a Florida corporation ("Provider") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the System and Services Agreement dated October 10, 2017, to provide goods and services for a fire station alerting system to support current and future fire department alerting needs for Broward County and local public safety personnel, as amended by a First Amendment, dated November 30, 2021, and a Second Amendment, dated September 7, 2023 (as so amended, the "Agreement").

B. The Parties now desire to further amend the Agreement to increase the not-to-exceed amounts for Equipment, Support and Maintenance Services, and Optional Services, and to amend various other provisions of the Agreement.

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 3.4 of the Agreement is amended as follows:

> 3.4 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 optional ("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 **3.4**, **or pursuant to a purchase order issued by County,** 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 County as follows: the Contract Administrator may

execute **any** Work Authorization~~s~~ for which the total cost to County ~~in the aggregate~~ is less than ~~$30,000.00~~ **$75,000.00**; the Purchasing Director may execute Work Authorizations for which the total cost to the County in the aggregate is within the Purchasing Director's delegated authority; any Work Authorizations above the County's Purchasing Director's delegated authority shall require Board approval. **In addition, County may issue purchase orders for any additional or replacement Equipment for which pricing is stated in the Agreement; the Purchasing Director may approve purchase orders for such Equipment in any amount subject to the applicable aggregate not-to-exceed amount stated in Section 5.1.** Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those Optional Services. Provider shall not commence work on any Work Authorization until after receipt of the applicable Notice to Proceed.

4. 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**
Core System Equipment, Software and Services per Exhibit A	Initial Term (5 years)	$1,500,000
Contingency Equipment and Additional Spares	Duration of Agreement	$225,000
Additional and Replacement Equipment	**Duration of Agreement**	**$670,000**
Subcontractor Pass-Thru Fees (per Exhibit B)	Duration of Agreement	~~$260,000~~ **$350,000**
Support and Maintenance Services per Exhibit C	Initial Term (5 years)	$1,250,000
Support and Maintenance Services per Exhibit C Optional renewal terms (other than Port Everglades and Aviation Departments)	Each 5-year renewal term Total all renewal terms (10 years)	~~$1,500,000~~ **$2,000,000** ~~$3,000,000~~ **$4,000,000** (total 10 years)
Optional Services (other than Port Everglades and Aviation Departments)	Duration of the Agreement (inclusive of any renewals)	~~$500,000~~ **$900,000**
Optional Services (Port Everglades and Aviation Departments only; including Support and Maintenance	Duration of the Agreement (inclusive of any renewals)	$500,000

Services/Goods	Term	Not-to-Exceed Amount
Services for such Optional Services)		
TOTAL NOT TO EXCEED		~~**$7,235,000**~~ **$9,395,000**

5. Exhibit B of the Agreement is hereby amended as follows:

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Support and Maintenance Services

Specific Support and Maintenance Services	Unit or Term	Invoicing	Annual Fee
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 commencing Year Two after Final Acceptance	Quarterly in arrears	~~$262,836.24~~ **$274,841.68**

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6. Entities of Foreign Concern. The provisions of this section apply only if the Agreement provides access to an individual's personal identifying information. By execution of this Amendment, the undersigned authorized representative of Provider hereby attests under penalty of perjury as follows: Provider is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in the entity; and the undersigned authorized representative of Provider declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

7. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Provider, Provider hereby attests under penalty of perjury that Provider 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 Provider declares that they have read the foregoing statement and that the facts stated in it are true.

8. 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.

9. 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.

10. Provider acknowledges that through the date this Amendment is executed by Provider, Provider has no claims or disputes against County with respect to any of the matters covered by the Agreement.

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

12. 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 _____, 20__; and Keylite Power & Lighting Corp., 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 _____, 20__

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 Sara Cohen Digitally signed by Sara Cohen Reason: Approved as to form Location: Broward County Attorney's Office Date: 2025.05.14 13:27:01 -04'00'
Sara F. Cohen (Date)
Assistant County Attorney

By Rene D. Harrod cn=Rene D. Harrod, ou=Broward County Attorney's Office, email=rharrod@broward.org, c=US Approved as to form 2025.05.14 14:24:31 -04'00'
René D. Harrod (Date)
Chief Deputy County Attorney

SC
Keylite Third Amendment
05/02/2024
#1166393.v1

THIRD AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND KEYLITE POWER & LIGHTING CORP.

PROVIDER

By: _____
Authorized Signer

ANGEL MUNOZ PRES
Print Name and Title

14 day of MAY, 2025