

SECOND AMENDMENT TO AGREEMENT

Between

BROWARD COUNTY

And

UNIRUSH, LLC

For

E-Payroll Services

RLI # R0970915R1

This Second Amendment ("Second Amendment") to the Agreement (hereinafter defined) between BROWARD COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners ("COUNTY"), and UNIRUSH, LLC, a Delaware corporation authorized to do business in the State of Florida ("UNIRUSH") (COUNTY and UNIRUSH shall be collectively referred to as the "Parties"), is effective as of the date this Second Amendment is executed by the latter of the Parties hereto.

RECITALS:

WHEREAS, on February 16, 2012, COUNTY and WRIGHT EXPRESS CORPORATION entered into an agreement for electronic payroll services ("Agreement"); and

WHEREAS, WRIGHT EXPRESS CORPORATION's rights and responsibilities under the Agreement were transferred, delegated, and assigned to UNIRUSH; and

WHEREAS, on February 14, 2017, the Parties entered into the First Amendment to the Agreement, which extended the term of the Agreement on a month-to-month basis through February 16, 2018; and

WHEREAS, the Parties would like to further extend the term of the Agreement on a month-to-month basis not to exceed nine (9) consecutive months; and

WHEREAS, the Parties wish to amend Article 9 of the Agreement as stated in paragraph 3 of this Second Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Agreement as

follows:

1. The above-stated recitals are true and correct and are incorporated herein by reference.
2. The term of the Agreement, which currently runs through February 16, 2018, shall be automatically extended on a month-to-month basis for a maximum of nine (9) consecutive months (each month-to-month extension shall be referred to as an "Extension Term") unless and until the Contract Administrator provides UNIRUSH with written notice of its intent not to extend, which written notice shall be provided at least thirty (30) days prior to the commencement of an Extension Term.
3. The Agreement shall be amended to create a new Section 9.24, which shall read as follows:

9.24 PUBLIC RECORDS

To the extent UNIRUSH is acting on behalf of COUNTY as stated in Section 119.0701, Florida Statutes, UNIRUSH shall:

- a. Keep and maintain public records required by COUNTY to perform the services under this Agreement;
- b. Upon request from COUNTY, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to COUNTY; and
- d. Upon completion or termination of this Agreement, transfer to COUNTY, at no cost, all public records in possession of UNIRUSH or keep and maintain public records required by COUNTY to perform the services. If UNIRUSH transfers the records to COUNTY, UNIRUSH shall destroy any duplicate public records that are exempt or confidential and exempt. If UNIRUSH keeps and maintains public records, UNIRUSH shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request in a format that is compatible with the information technology systems of COUNTY.

The failure of UNIRUSH to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling COUNTY to exercise any

remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to COUNTY, who will be responsible for responding to any such public records requests. UNIRUSH will provide any requested records to COUNTY to enable COUNTY to respond to the public records request.

Any material submitted to COUNTY that UNIRUSH contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, UNIRUSH must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to COUNTY for records designated by UNIRUSH as Trade Secret Materials, COUNTY shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by UNIRUSH. UNIRUSH shall indemnify and defend COUNTY and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF UNIRUSH HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO UNIRUSH'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7190, RIMCMANUS@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 203, FORT LAUDERDALE, FLORIDA 33301.

4. The Parties shall, during each Extension Term, perform all of the obligations specified in the Agreement. The performance of such obligations shall be on the same terms and conditions contained in the Agreement.
5. In the event of any conflict or ambiguity between this Second Amendment and the Agreement, this document shall control.
6. Except as expressly modified herein, all terms and conditions contained within the Agreement shall remain in full force and effect.
7. The Agreement, as modified 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 modified hereby. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8. 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.
9. Each individual executing this Second Amendment represents and warrants that he or she is, on the date he or she signs this Second Amendment, duly authorized by all necessary and appropriate action to execute this Second Amendment on behalf of such party and does so with full legal authority.
10. Multiple originals of this Second Amendment may be executed by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.
11. UNIRUSH acknowledges that, through the date hereof, it has no claims against COUNTY with respect to any of the matters covered by the Agreement, as amended.

(The remainder of this page is intentionally left 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 _____, 20__, and UNIRUSH, 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 _____, 20__

Insurance requirements
approved by Broward County
Risk Management Division

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
Telecopier: (954) 357-7641

By Colleen Pounall 02/01/18
Signature (Date)

Colleen Pounall Risk Analyst
Print Name and Title above

By Israel Fajardo 02/01/2018
Israel Fajardo (Date)
Assistant County Attorney

By Annika Ashton 2/01/2018
Annika Ashton (Date)
Senior Assistant County Attorney

SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
UNIRUSH, LLC FOR ELECTRONIC PAYROLL SERVICES.

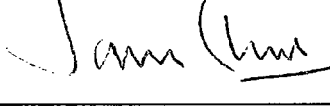
UNIRUSH, LLC

Witnesses:



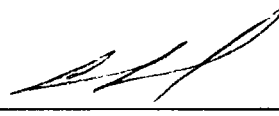
Signature:

Print Name: Alex Bartels



Signature:

Print Name: SAM CLUES

By: 

Its: General Manager of Wage & Hour Administration

Print Name: Stephen D. Kappel