



**FIRST AMENDMENT TO SYSTEM AND SERVICES AGREEMENT  
BETWEEN BROWARD COUNTY AND RADIO ONE, INC.**

This First Amendment ("First Amendment") to the System and Services Agreement Between Broward County and Radio One, Inc., is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Radio One, Inc. ("Provider" or "Radio One"), a Florida corporation registered to transact business in the State of Florida (collectively referred to as the "Parties").

**RECITALS**

A. On March 22, 2018, the Parties entered into the System and Services Agreement ("Agreement") to provide an upgrade to Broward County's existing local government radio system.

B. The Parties desire to amend the Agreement to expand the scope and increase the threshold for Optional Services that County may purchase under the Agreement and to delegate authority to the Director of Purchasing to approve certain purchases.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto 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 First Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Except as modified herein, all terms and conditions of the Agreement remain in full force and effect. Where applicable herein, changes to the text of the Agreement are shown in strikethrough text to indicate deletions and bold/underlining text to indicate additions.
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 identified in this Agreement as optional ("Optional Services"), County may select the type, amount, and timing of such goods or services pursuant to a Work Authorization (Exhibit E) executed by Provider and County pursuant to this section, **or pursuant to a purchase order**, 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. **To the extent the Optional Services include services other than Support and Maintenance Services, a Work Authorization must be utilized; if the Optional Services do not include**

services other than Support and Maintenance Services, a purchase order may be utilized providing the pricing is as stated in Exhibit B. 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 cost to County in the aggregate is less than \$50,000.00 and; the Purchasing Director may execute Work Authorizations for which the total cost to the County in the aggregate is \$50,000.00 or more, up to the applicable not-to-exceed amount stated in Section 5.1 ~~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 5.1 of the Agreement is amended as follows:

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
Equipment, Software, System, and Services per Exhibit A	Initial Term	\$484,841.00
Support and Maintenance Services per Exhibit C	Initial Term	\$188,050.00
Optional renewal terms	Each one (1) year renewal term	\$142,911.50 (first optional renewal term) \$147,439.85 (second optional renewal term)
	Total for all renewal terms	\$290,351.35
Optional Services <u>utilizing a Work Authorization</u>	Duration of the Agreement (inclusive of any renewals)	<del>\$300,000.00</del> <u>\$2,750,000.00</u>
<u>Optional Services utilizing a Purchase Order</u>	<u>Duration of the Agreement (inclusive of any renewals)</u>	<u>\$800,000.00</u>
<b>TOTAL NOT TO EXCEED</b>		<del>\$1,264,242.35</del> <u>\$4,513,242.35</u>

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5. Exhibit B to the Agreement at Section 3, Additional and Optional Services, is amended to add the following additional paragraph:

**3. Additional and Optional Services**

**Any County department, division, or agency may purchase any additional or Optional Services offered by Provider that are reasonably related to the types of goods and services otherwise provided under this Agreement, including implementation, professional services, and support and maintenance for any other radio system implemented or updated within Broward County.** Any additional services requested by County shall be charged at the rates set forth below and invoiced monthly in arrears unless otherwise set forth in the applicable Work Authorization.

\* \* \*

6. Effective Date. The effective date of this First Amendment shall be the date of complete execution by the Parties.

7. Counterparts. This First 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 First 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 \_\_\_\_\_, 2018, and RADIO ONE, INC., signing by and through its \_\_\_\_\_, duly authorized to execute same.

ATTEST:

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

Insurance requirements  
approved by Broward County  
Risk Management Division

By Timothy 5/17/18  
Signature (Date)

Timothy Property Specialist  
Print Name and Title above

BROWARD COUNTY, by and through  
its Board of County Commissioners

By \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2018

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 Neil Sharma 5/17/18  
Neil Sharma (Date)  
Assistant County Attorney  
By René D. Harrod 5/17/18  
René D. Harrod (Date)  
Deputy County Attorney

NS/RDH  
5/15/2018  
Radio One, Inc. First Amendment  
#299161.1

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AND RADIO ONE, INC.

PROVIDER

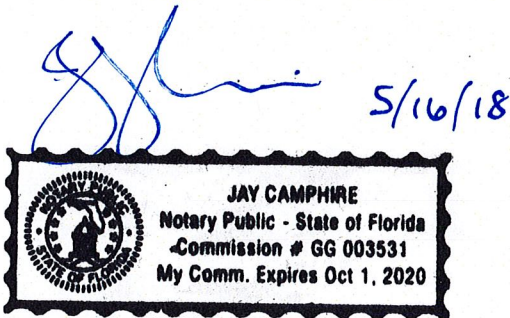
WITNESSES:

Clifford Smith  
Signature

Clifford Smith  
Print Name of Witness

Tiffany Baker  
Signature

Tiffany Baker  
Print Name of Witness



(CORPORATE SEAL)

RADIO ONE, INC.

By David MacDonald  
Authorized Signor

DAVID MACDONALD, PRESIDENT  
Print Name and Title

16<sup>th</sup> day of May, 2018

ATTEST:

David MacDonald  
Corporate Secretary or authorized agent