

**THIRD AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
UNIRUSH, LLC FOR E-PAYROLL SERVICES
RLI # R0970915R1**

This Third Amendment ("Third 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 Third Amendment is executed by the latter of the Parties hereto.

RECITALS:

A. On February 16, 2012, County and Wright Express Corporation entered into an agreement for electronic payroll services ("Agreement").

B. On April 20, 2015, Wright Express Corporation's rights and responsibilities under the Agreement were transferred, delegated, and assigned to UniRush.

C. 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.

D. Prior to the expiration of the First Amendment, the Parties entered into the Second Amendment to the Agreement, which extended the term of the Agreement on a month-to-month basis through November 16, 2018.

E. The Parties would like to further extend the term of the Agreement through January 16, 2019.

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 November 16, 2018, shall be automatically extended through January 16, 2019 (this extension shall be referred to as the "Extension Term"). The Contract Administrator shall be entitled to terminate this Agreement at any time during the Extension Term by providing notice to UniRush of its intent to terminate. The Agreement shall terminate ten (10) days after such notice is received by UniRush.
3. The Parties shall, during the 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.

4. In the event of any conflict or ambiguity between this Third Amendment and the Agreement, this document shall control.
5. Except as expressly modified herein, all terms and conditions contained within the Agreement shall remain in full force and effect.
6. The Agreement, as modified 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 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.
7. 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.
8. Each individual executing this Third Amendment represents and warrants that he or she is, on the date he or she signs this Third Amendment, duly authorized by all necessary and appropriate action to execute this Third Amendment on behalf of such party and does so with full legal authority.
9. Multiple originals of this Third Amendment may be executed by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.
10. 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.

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 _____, 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__

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

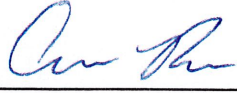
By Israel Fajardo 10/31/18
Israel Fajardo (Date)
Assistant County Attorney

By Annika Ashton 10/31/18
For Annika Ashton (Date)
Senior Assistant County Attorney

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

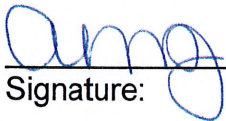
UNIRUSH, LLC

Witnesses:



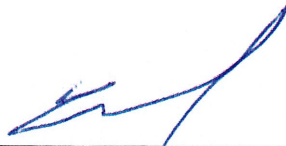
Signature:

Print Name: Alex Bartels



Signature:

Print Name: Azya Jackson

By: 

Its: GM of Wage & Corporate Disbursements

Print Name: Chris Ruppel