

**FOURTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY
AND CARL SYSTEMS, INC., FOR INTEGRATED LIBRARY COMPUTER SYSTEM**

This is the Fourth Amendment ("Fourth Amendment") to the Agreement between Broward County and CARL Systems, Inc., for Integrated Library Computer System, dated June 15, 1993, entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and CARL Corporation, d/b/a TLC-CARL Corporation ("CARL" or "Provider") (collectively, Provider and County are referred to as the "Parties").

RECITALS

A. County entered into the Agreement between Broward County and CARL for Integrated Library Computer System with CARL for an Integrated Library Computer System ("ILS"), dated June 15, 1993, and subsequently entered into a First Amendment, dated October 3, 1995, to allow for the purchase of additional software, equipment, and services.

B. CARL was acquired by The Library Corporation in 2000, and CARL is a wholly-owned subsidiary of The Library Corporation.

C. The Parties entered into a Second Amendment, dated May 24, 2011, to update the support and maintenance provisions, insurance requirements, and other provisions. The Parties entered into a Third Amendment, dated May 26, 2016, to extend the Agreement for three (3) additional years through May 31, 2019, to add equipment and services to facilitate a server upgrade and operating system change for the affected system, and to clarify certain provisions. As amended by the First, Second, and Third Amendments, the CARL agreement is referred to herein as the "Agreement."

D. The Parties seek to amend the Agreement to extend the term for one (1) additional year through May 31, 2020, with an option to further extend thereafter for up to two (2) six-month terms through May 31, 2021, and provide pricing for such extension terms.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Recitals stated above are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Fourth Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as expressly modified in this Fourth Amendment, all terms of the Agreement remain in full effect. Unless otherwise stated in this Fourth Amendment, amendments made to the Agreement by this Fourth Amendment are indicated by use of strikethroughs to indicate deletions and bold/or underlining to indicate additions.

3. Article 44 of the Agreement is amended as follows:

The term of this Agreement shall be through May 31, ~~2017~~ **2020**, subject to earlier termination as provided herein. ~~The Agreement will be automatically renewed annually for successive one (1) year term thereafter for two (2) successive one year terms unless the COUNTY's Contract Administrator or CARL may provide to the other at least ninety (90) calendar days advance written notice to the other party.~~ **Thereafter, the term of the Agreement may be further extended for up to two (2) six-month terms if elected by the Contract Administrator by written notice to Provider before the expiration of the then-current term.** Since the term of this Agreement will extend beyond a single fiscal year of COUNTY, the continuation of this Agreement is subject to the availability of COUNTY's funding in accordance with Chapter 129, Laws of Florida, as amended from time to time. The COUNTY represents that its fiscal year begins on October 1 of each year and ends on September 30 of the following year.

....

4. Article 47.8 of the Agreement is amended as follows:

COUNTY may procure the optional items as shown on Rider P and optional services using the Work Authorization in the form attached hereto as Rider N. The COUNTY, on behalf of its Libraries Division, may expend up to a maximum not to exceed amount of Sixty Thousand Dollars (\$60,000.00) during each one-year term of the Agreement prior to May 31, 2016; ~~however up to~~ the maximum not to exceed ~~amount of shall not exceed~~ Thirty Thousand Dollars (\$30,000.00) during the three (3) year term of the Agreement for the period of June 1, 2016 through May 31, 2019; **and up to the maximum not to exceed amount of Sixty Thousand Dollars (\$60,000.00) for the period of June 1, 2019, through May 31, 2021.** The Contract Administrator may execute any Work Authorization for which the total cost to COUNTY is less than ~~\$30,000.00~~ **\$50,000.00**; the Purchasing Director may execute any Work Authorization for which the total cost to the COUNTY is 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.

5. CARL will continue to provide support and maintenance services for the final annual renewal term, which is June 1, 2019, through May 31, 2020, and thereafter if extended pursuant to Article 44, in accordance with the terms of the Maintenance Agreement (Rider H) for all Equipment and Software purchased or licensed by County under the Agreement. Provider will continue to provide support and maintenance services for all renewal terms at the monthly rate of Twenty-four Thousand One Hundred Forty-seven and 33/100 Dollars (\$24,147.33), invoiced monthly in advance, as stated on Attachment 1. County may add, remove, or modify support

and maintenance services (including the Equipment and Software being maintained) upon thirty (30) days prior written notice, and the prorated maintenance fees will be agreed to by the Parties in writing and prorated for the Equipment and Software to be maintained for the remainder of the final renewal term.

6. The effective date of this Fourth Amendment is the date of complete execution by the Parties. This Fourth Amendment may be executed in counterparts, each of which is deemed to be an original, but all of which, taken together, constitutes one and the same agreement.

(The remainder of this page is intentionally blank.)

BROWARD COUNTY

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: 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 _____, 2019, and CARL Corporation, d/b/a TLC-CARL Corporation, 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: _____

_____ day of _____, 2019

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: [Signature] (03/19/2019)
Hilda O. Estama (Date)
Assistant County Attorney

By: [Signature] 3/20/19
René D. Harrod (Date)
Deputy County Attorney

HOE/RDH
03/11/2019
CARL Fourth Amendment
#409877.20

**FOURTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY
AND CARL SYSTEMS, INC., FOR INTEGRATED LIBRARY COMPUTER SYSTEM**

PROVIDER

WITNESSES:

CARL Corporation, d/b/a TLC-CARL
Corporation

Valerie Gainer

Signature

Valerie Gainer

Print Name of Witness above

Monica Kackley

Signature

Monica Kackley

Print Name of Witness above

By: Annette H. Murphy
Authorized Signor

Annette H Murphy President

Print Name and Title

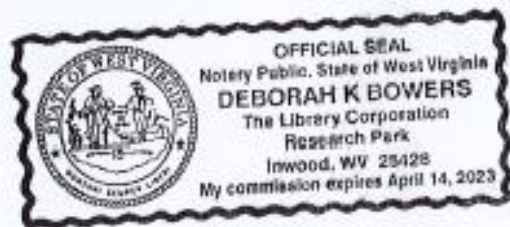
14 day of March, 2019

ATTEST:

Deborah K Bowers

Corporate Secretary or
other person authorized to attest

(CORPORATE SEAL OR NOTARY)



Attachment 1 – Fees for Support and Maintenance Services

Specific Support and Maintenance Services	Term	Invoicing	Fees
Support and Maintenance Services under Rider H	June 1, 2019, through May 31, 2020	Monthly in advance	\$24,147.33 monthly
Support and Maintenance Services under Rider H	June 1, 2020, through May 31, 2021 (if extended)	Monthly in advance	\$24,147.33 monthly