



**THIRD AMENDMENT TO THE SOFTWARE MAINTENANCE AGREEMENT
BETWEEN BROWARD COUNTY AND SYMPRO, INC.**

This Third Amendment ("Third Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("Licensee" or "County"), and Sympro, Inc., a California corporation authorized and registered to do business in the State of Florida ("Sympro"). Licensee and Sympro are individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

A. On February 28, 2011, the Parties entered into the Agreement Between Broward County and Sympro, Inc. for Software Maintenance Agreement on the Integrated System, whereby Sympro agreed to provide software maintenance services for a term certain; which was amended by a First Amendment, dated October 24, 2012, to modify the yearly maintenance costs to include an additional module, the Debt Management System Module acquired via the 2012 Agreement (as defined below); and by a Second Amendment, dated August 15, 2015, to extend the term and provide for the ability to acquire Optional Services through a Work Authorization form (collectively as amended, the "Maintenance Agreement").

B. On the same day the Parties entered into the First Amendment to the Maintenance Agreement, the Parties entered into a separate coterminous agreement, namely the System and Services Agreement Between Broward County and Sympro for the Integrated Investment System ("2012 Agreement"), to acquire a license and certain services relating to an additional module, the Debt Management System Module. Maintenance for the Debt Management System Module is provided under the Maintenance Agreement, and the 2012 Agreement is conterminous with the Maintenance Agreement.

C. The term of the Maintenance Agreement originally commenced on March 1, 2011, and continued for recurring one-year periods each January 1, through December 31, 2015. The Second Amendment extended the automatic recurring one-year extension terms through December 31, 2020.

D. The Parties now desire to enter into this Third Amendment to the Maintenance Agreement to retroactively extend the term of the Maintenance Agreement for up to five (5) additional automatic recurrent one-year extension terms and to increase the not-to-exceed amounts. The 2012 Agreement will remain coterminous with any extension(s) to the Maintenance Agreement.

Now, therefore, for good and valuable consideration, the receipt and adequacy 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 Third Amendment shall retain the meaning ascribed to such terms in the Maintenance Agreement.

2. Except as modified herein, all terms and conditions of the Maintenance Agreement remain in full force and effect. Amendments are indicated herein by use of strikethroughs to indicate deletions and bold/underline to indicate additions, unless indicated otherwise.

3. Article 4, Method of Billing and Payment, of the Maintenance Agreement is amended as follows:

The method of billing and payment shall be in accordance with Exhibit "B" attached hereto. The Parties agree that notwithstanding anything the Agreement to the contrary, the maximum amounts LICENSEE is authorized to pay SYMPRO under this Agreement are as follows:

Term/Description	Not To Exceed Amount
Initial Term (3/1/11 — 12/31/11)	\$8,087.00
Four Optional Renewal Terms (expiring 12/31/15)	\$51,351.00
<u>First</u> Renewal Period (1/1/16 — 12/31/20)	\$100,000. <u>00</u>
<u>Second Renewal Period (1/1/21 — 12/31/25)</u>	<u>\$100,000.00</u>
Optional Services	\$35,000. <u>00</u>
TOTAL	\$194,438.00 <u>\$294,438.00</u>

4. Article 7 of the Maintenance Agreement is amended to include a Section 7.25, Public Records, as follows:

7.25. Public Records. To the extent Sympro is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Sympro shall:

7.25.1. Keep and maintain public records required by County to perform the Services;

7.25.2. 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;

7.25.3. 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

7.24.4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Sympro or keep and maintain public records required by County to perform the services. If Sympro transfers the records to County, Sympro shall destroy any duplicate public records that are exempt or confidential and exempt. If Sympro keeps and maintains the public

records, Sympro 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.

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. Sympro will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Sympro contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Sympro 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 Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Sympro 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 Sympro. Sympro 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 nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF SYMPRO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SYMPRO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7130, FINANCE@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 513, FORT LAUDERDALE, FLORIDA 33301.

5. Article 7 of the Maintenance Agreement is amended to include a Section 7.26, Verification of Employment Eligibility, as follows:

7.26. VERIFICATION OF EMPLOYMENT ELIGIBILITY. Sympro represents that Sympro and each subcontractor (if applicable) has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Sympro violates this section, County may immediately terminate this Agreement for cause and Sympro shall be liable for all costs incurred by County due to the termination.

6. Exhibit A, Support and Maintenance Plan, Section A, Term and Time of Performance, of the Maintenance Agreement is amended as follows:

The initial term of the Agreement is for a period of ten (10) months, beginning on March 1, 2011, and shall end on December 31, 2011. Unless otherwise terminated, the Agreement shall automatically renew on January 1, 2012, for a period of one (1) year and thereafter shall automatically renew each year on January 1, until terminated by either party's authorized representative as provided for in this Agreement, or until ~~December 31, 2020~~ **December 31, 2025**, whichever occurs first; provided, however that if the term of this Agreement extends beyond a single fiscal year of LICENSEE, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes, as amended from time to time. The LICENSEE'S fiscal year commences on October 1 of each year and ends on September 30 of the following year.

7. This Third Amendment may be executed in multiple originals and 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 amendment.

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

9. This Third 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.

(Remainder of Page Left Intentionally Blank)

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 _____, 2021 (Agenda Item No. _____), and Sympro, Inc., signing by and through its _____, duly authorized to execute same.

BROWARD 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 _____, 2021

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

By:  Sara Cohen
Digitally signed by Sara
Cohen
Date: 2021.02.19
09:01:17 -05'00'

Sara F. Cohen (Date)
Assistant County Attorney

By:  Digitally signed by RENE
D. HARROD
Date: 2021.02.19
08:53:38 -05'00'

René D. Harrod (Date)
Deputy County Attorney

SFC
Sympro Third Amendment
01/08/2021

**THIRD AMENDMENT TO THE SOFTWARE MAINTENANCE AGREEMENT
BETWEEN BROWARD COUNTY AND SYMPRO, INC.**

SYMPRO, INC.

WITNESSES:


Signature

Print Name of Witness

Signature

Print Name of Witness

SYMPRO, INC.

By  Digitally signed by Ken Reimer
DN: cn=Ken Reimer, c=US,
o=Emphasys-Software, ou=Altair
Software,
email=kreimer@altairsw.com
Date: 2021.02.18 11:22:54 -05'00'

Authorized Signor

Ken Reimer

Print Name and Title

18th day of February, 2021

ATTEST:

Corporate Secretary or authorized agent

(CORPORATE SEAL)