



**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
BROWARD COUNTY AND PASSUR AEROSPACE, INC.**

This First Amendment ("First Amendment") to the Agreement for Software as a Service Between Broward County and PASSUR Aerospace, Inc. ("Agreement") is entered into by and between Broward County, a political subdivision of the State of Florida ("County" or "Customer"), and PASSUR Aerospace, Inc., a New York corporation authorized to do business in the State of Florida ("Provider") (collectively, County and Provider are referenced as the "Parties").

RECITALS

A. The Parties entered into the Agreement to provide County's Aviation Division with a flight tracking software (the "Agreement").

B. The Agreement provided for a three (3) year initial term, with two additional one (1) year renewal terms. The initial term of the Agreement commenced on October 1, 2016, and ended on September 30, 2019. County subsequently exercised both renewal options, such that the expiration date of the Agreement is September 30, 2021.

C. The Parties desire to enter into this First Amendment to extend the term of the Agreement for up to an additional five (5) years.

Now, therefore, for good and valuable consideration, the receipt and sufficiency 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 in this First Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect. Amendments to the Agreement made pursuant to this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions.

3. Section 4.2 of the Agreement is amended as follows:

4.2 Extensions. County shall have the option to renew this Agreement for ~~two (2)~~ **up to seven (7)** additional one (1) year terms by sending notice thereof to Provider at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise this renewal option. In the event that unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an extension not practicable or if no extension is available, and expiration of this Agreement would result in a gap in the provision of services necessary for the ongoing operations of the County, then this Agreement may be extended on the same terms and conditions by the Purchasing Director for period(s) not to exceed six (6) months in the aggregate.

4. Section 5.1 of the Agreement is amended as follows:

5.1 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
SaaS Fees, Surface Optimization, and Support and Maintenance Services	Initial Term (3 years)	\$2,000,000.00
Optional renewal terms	Up to two <u>seven</u> renewal terms	<u>\$650,000.00 annually for the first and second renewal terms</u> <u>\$360,000.00 annually for the third through seventh renewal terms</u> \$1,300,000.00 <u>\$3,100,000.00 total</u>
Optional Services	Duration of the Agreement (inclusive of any renewals)	\$100,000.00
TOTAL NOT TO EXCEED		\$3,400,000.00 <u>\$5,200,000.00</u>

5. New Sections 13.31, 13.32, 13.33, 13.34, and 13.35 are added to the Agreement as follows (bold/underlining omitted):

13.31 Public Entity Crime Act. Provider represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Provider further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Provider has been placed on the convicted vendor list.

13.32 Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Provider represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Provider represents and certifies that it is not, and for the duration of the term will not be, ineligible to contract

with County on any of the grounds stated in Section 287.135, Florida Statutes. Provider represents that it is, and for the duration of the term will remain, in compliance with Section 286.101, Florida Statutes.

13.33 Verification of Employment Eligibility. Provider represents that Provider and each Subcontractor have registered with and use 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 Provider violates this section, County may immediately terminate this Agreement for cause and Provider shall be liable for all costs incurred by County due to the termination.

13.34 Prohibited Telecommunications Equipment. Provider represents and certifies that it and its Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Provider represents and certifies that Provider and its Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term.

13.35 Criminal History Screening Practices. Provider represents and certifies that its policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check, preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

6. Pursuant to Section 2, Licensed Technology, of Exhibit A of the Agreement, upon written notice by County's Contract Administrator to Provider, the PASSUR Webtracker module will be replaced with the PASSUR Webtracker/Ariva module with no additional costs and no change in cost to County. Upon such written notice, the description of functionality for the Passur Webtracker/Ariva module listed in Attachment 1, attached hereto and incorporated into the Agreement by this reference, will replace the functionality stated for the Passur Webtracker module.

7. Exhibit B of the Agreement is hereby deleted in its entirety and replaced with the attached Exhibit B.

8. Exhibit E of the Agreement is hereby deleted in its entirety and replaced with the attached Exhibit E.

9. The effective date of this First Amendment shall be the date of complete execution by the Parties.

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. 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 _____, 2021, and PASSUR Aerospace, signing by and through its _____, duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through
its Board of County Commissioners

(Signature)

By _____
Mayor

(Print Name of Witness)

____ day of _____, 2021

(Signature)

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

(Print Name of Witness)

By **Sara Cohen** Digitally signed by Sara Cohen
Date: 2021.08.12 12:07:48 -04'00'

Sara F. Cohen (Date)
Assistant County Attorney

By  Digitally signed by Rene D. Harrod
Reason: Approved as to Form
Location: Broward County
Attorney's Office
Date: 2021.08.12 12:21:24 -04'00'

René D. Harrod (Date)
Deputy County Attorney

SC
Passur First Amendment
7/28/21

**FIRST AMENDMENT TO THE AGREEMENT
BETWEEN BROWARD COUNTY AND PASSUR AEROSPACE**

PROVIDER

WITNESSES:



Signature

Robert Junge

Print Name of Witness



Signature

Peter Masella

Print Name of Witness

PASSUR Aerospace, Inc.

By 

Authorized Signor

Douglas Hofsass - SVP Global Airports

Print Name and Title

12th day of August, 2021

ATTEST: 

Michael C Henne

Corporate Secretary or authorized agent

(CORPORATE SEAL)

Attachment 1

The PASSUR Webtracker/Ariva Global Flight Tracking (HD) module will provide the following functionality:



TODAY'S INDUSTRY CHALLENGE

A robust, real-time visual flight tracking solution is a core requirement for any aviation operation, but the choices can be bewildering. Solutions that are part of a large package of high-end, complex system deployments offer multiple layers of options you may not need, while freeware solutions are financially attractive yet operationally unreliable. Searching for a new solution comes with the following questions: Which particular data sources are needed to support your operation's requirements, and do you have to pay for them all? Where are the hidden costs - Users? Functionality? Set up and maintenance?

ARIVA TEMPO solves the problem through offering a web-hosted flight tracking solution that is simple and intuitive to use; integrates all the required data and serves it seamlessly where and when it's needed in your operation. It provides robust, highly reliable core capabilities without overwhelming users with too many options - while leaving plenty of room to grow into advanced capabilities when needed.

BENEFITS FOR AIRLINES, AIRPORTS, BUSINESS AVIATION, RAMP TOWER OPERATIONS AND ANSPS

Common Visibility:

Track all operations on a single screen: gate-to-gate, airborne, and surface.

Ease of Use:

Reduce training and implementation costs with an intuitive design and web delivery.

Highly Customizable:

Data sources and software functionality can be configured to reflect different users' roles, requirements, geographic locations, and visual preferences.

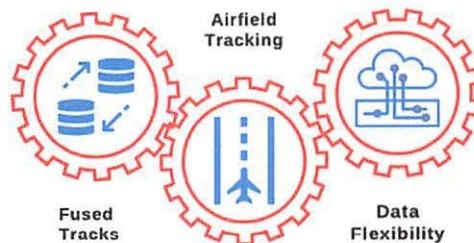
Scalable:

Depending on a user's role and organization needs, ARIVA TEMPO can expand to include decision support through advanced alerting and forecasts (ARIVA AWARE), collaborative workflow management (ARIVA WORKFLOW), and analytical tools (ARIVA INTEL) - all capabilities on the same screen, activated at login according to each user's subscription profile.

ICAO GADDS Compliance:

Satellite ADS-B surveillance is available to track flights in remote areas and over water, in compliance with ICAO Global Aeronautical Distress and Safety System (GADDS) specifications.

WHAT MAKES US UNIQUE



Fused Tracks: Track data from ground sensors, traffic flow management systems, ANSPs, terrestrial ADS-B and Aireon ADS-B are fused to create a single truth about the flight track, the airport, and the airspace.

Airfield (Surface) Tracking: ARIVA TEMPO is the first flight tracking software to offer global, operational quality surface surveillance - available anywhere in the world, for true gate-to-gate awareness and decision support.

Flexibility: PASSUR's data architecture allows us to offer the option to mix-and-match different types of data to suit each customer use case, ensuring that the most cost-effective solution is aligned to the specific business requirements. Options include terrestrial ADS-B, Space-Based ADS-B, or both, available on ARIVA graphical user software or through ARIVA's data API.

KEY METRICS IMPROVED

- Improved:
 - On-time performance (A14 and D0)
 - Schedule integrity
 - Connections
 - Turn times
- Reduced:
 - Block time
 - Fuel burn

"We are making this investment in PASSUR because we believe we must lead innovation - in collaboration with our main stakeholders - to ensure our airline and primary hub lead in global performance and competitiveness."

Aljando Santos Gomez, Senior Vice

Exhibit B—Payment Schedule

The rates specified below shall be in effect as of October 1, 2021, and shall remain in effect for the remaining duration of the Agreement. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

PASSUR Product	Pricing*
PASSUR Communicator, includes Ops Portal, AIN, ITOP	\$6,000/month
Landing Fee Audit	\$3,641/month
Landing Fee Billing	\$3,500/month
Class II Noise Feed	\$2,660/month
ETA Feed (Enhanced)	\$2,300/month
Webtracker/Ariva Global Flight Tracking (HD)	\$4,000/month
Full FLL Surface Coverage (HD) & FLL Gate Sequencing	\$7,899/month
Monthly Totals with VIP Customer Price Protection	\$30,000/month

Provider shall invoice the County monthly in arrears for monthly amounts denoted above.

*The monthly fees stated above constitutes the Support and Maintenance fees for purposes of Exhibit C Service Credits and Downtime Maintenance referenced in Exhibit C.

Any travel expenses or fees incurred by Provider under this Agreement shall be the sole responsibility of Provider, unless otherwise expressly stated in this Agreement or applicable Work Authorization.

Optional Services

Description	Unit/Term	Invoicing	Fee
Professional Services (including Consulting and Transition & Disentanglement Services)	Hourly	Monthly in arrears	\$195/hour
Additional Training	Hourly	Monthly in arrears	\$157/hour

Exhibit E— Insurance Requirements

TYPE OF INSURANCE	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> Explosion & Collapse Hazard <input type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Mobile equipment	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$2 mil	\$2 mil
	Personal Injury		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable ** If there are no company owned or leased cars on airport property then no auto insurance shall be required.	Bodily Injury (each person)		Broward County reserves the right to review and revise any insurance requirements at the time of contract renewal, not limited to the limits, coverages and endorsements based on insurance market conditions and/or changes in the scope of services.
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$300 k non airside \$5 mil airside	
<input checked="" type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *) Chapter 440 FS	<input checked="" type="checkbox"/> STATUTORY (each accident) \$500 k minimum		
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY ~ Technology E&O	Max. Ded. \$25k		\$2mil
<input type="checkbox"/> PROPERTY COVERAGE / ALL RISK	Max. Ded.		Agreed value Replacement Cost
<input checked="" type="checkbox"/> Cyber Breach Response Coverage/Cyber Liability	Maximum Deductible	\$ 25K	Replacement value
	Each Claim	Vendor Responsible for Deductible	\$2 mil
Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County.			
Description of Operations/Locations/Vehicles: Certificate must show on general liability and excess liability Additional Insured: Broward County. Also when applicable certificate should show B.C. as a named insured for property and builders risk and as a loss payee for installation floater when coverage is required. Certificate Must be Signed and All applicable Deductibles shown. CONTRACTOR RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED. Indicate bid number, RLI/RFP, and project manager on COI.			

NOTE * - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attach to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act & Jones Act.
 CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder:

Name & Address of Certificate Holder
 Broward County
 320 Terminal Drive Suite 200
 Fort Lauderdale, Florida 33315
 RE: (IT)

Tracy Meyer
 Aviation Department
 Risk Manager
 Digitally signed by Tracy Meyer
 DN: cn=Tracy Meyer, o=Broward County

InsuranceUnits\form.03 Revised certificateofinsurance2005.DOC COI