

**FIFTH AMENDMENT TO THE SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT
BETWEEN BROWARD COUNTY AND SSI, INC.**

This Fifth Amendment ("Fifth Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and SSI, Inc., an Arizona corporation registered to transact business in the State of Florida ("Provider") (collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Software Support and Maintenance Agreement Between Broward County and SSI, Inc., dated April 20, 2015 (the "Original Agreement"), to provide support and maintenance of Provider's Hosted Interactive Learning System ("ILS"), simple course builder, and third-party software.

B. The Original Agreement was amended by a First Amendment, dated March 23, 2017, which transitioned the entire ILS system to a software-as-a-service solution, a Second Amendment, dated February 27, 2018, which increased the not-to-exceed amounts to allow for additional purchases for emergency response training and increase the delegated authority for Optional Services purchases, a Third Amendment, dated August 1, 2018, which increased the not-to-exceed amount for Optional Services to provide training for an Airport Employee Emergency Training Program in multiple languages, and a Fourth Amendment, dated April 7, 2020, which extended the renewal option period and updated the security related provisions in the Agreement. The Original Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment, is referred to herein as the "Agreement."

C. The Agreement provided for an initial term of three (3) years from the effective date of the Agreement, and the option to renew the Agreement for up to five (5) additional one (1) year terms. All five (5) additional one (1) year terms were effectively exercised, and the Agreement expires on April 19, 2023.

D. The Parties now desire to further amend the Agreement to extend the term of the Agreement on a month-to-month basis for a period not to exceed one (1) year, and to increase the not-to-exceed amount in Section 5.1 of the Agreement for the Additional Extension Term (as hereinafter defined).

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 within this Fifth Amendment shall retain the meaning ascribed to such terms in the Agreement.

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

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

4.2 Extensions. County shall have the option to renew this Agreement for up to five (5) 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 Contract Administrator is authorized to exercise each extension option and to provide the notice and written agreement as referenced in the next sentence. The term of the Agreement shall be automatically extended on a month-to-month basis beginning on April 20, 2023, for a period not to exceed one (1) year ("Additional Extension Term"), which the automatic monthly extension shall cease upon the Contract Administrator providing written notice of County's intent not to further extend, in which event the Additional Extension Term shall terminate at the end of the next calendar month unless otherwise agreed to in writing by the Parties. 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 further extended on the same terms and conditions by the Purchasing Director for period(s) not to exceed six (6) months in the aggregate, provided that any such extension is within the authority of the Purchasing Director or otherwise authorized by the Board.

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

5.1 For 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
Software Support and Maintenance Services	Effective Date until Final Acceptance of the Saas System	\$25,000.00
Saas Services, and Support and Maintenance Services	Remainder of the Initial Term (until April 19, 2018)	\$45,000.00
<u>Saas Services, and Support and Maintenance Services for</u> Each optional renewal term <u>and the Additional Extension Term</u>	Each 1 year renewal term <u>and the Additional Extension Term</u> (Total 56 years)	\$45,000.00 (5 <u>Up to 6</u> years: \$225,000.00 <u>270,000.00</u>)

Services/Goods	Term	Not-To-Exceed Amount
Optional Services	Duration of Agreement (inclusive of any renewals <u>and the Additional Extension Term</u>)	\$470,000.00
TOTAL NOT TO EXCEED		\$765,000.00 810,000.00

5. New Sections 14.33 through 14.37 are added to the Agreement as follows (bold/underlining omitted):

14.33 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 of the Agreement 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 of the Agreement will remain, in compliance with Section 286.101, Florida Statutes.

14.34 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.

14.35 Prohibited Telecommunications Equipment. Provider represents and certifies that Provider and all Subcontractor 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 all Subcontractor shall not provide or use such covered telecommunications equipment, system, or services during the term of the Agreement.

14.36 Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Provider represents and certifies that Provider will comply with Section 26-125(d) of the Code for the duration of the term of the Agreement.

14.37 Polystyrene Food Service Articles. Provider shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam),

unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

6. By January 1 of each year, Provider must submit, and cause each of its Subcontractors to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

7. In the event of any conflict or ambiguity between this Fifth Amendment and the Agreement, the Parties agree that this Fifth Amendment shall control. The Agreement, as amended herein by this Fifth 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 amended in this Fifth Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8. Preparation of this Fifth 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.

9. Provider acknowledges that through the date this Fifth Amendment is executed by Provider, Provider has no claims or disputes against County with respect to any of the matters covered by the Agreement.

10. The effective date of this Fifth Amendment shall be the date of complete execution by the Parties.

11. This Fifth Amendment may be executed in counterparts, whether signed physically or electronically, 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 Fifth 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 _____, 2023, and _____, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2023

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Telephone: (954) 359-6100

Digitally signed by Yesenia
Alfonso
Date: 2023.03.02 14:51:43 -05'00'
By Yesenia Alfonso (Date)
Assistant County Attorney

Digitally signed by Sharon V.
Thorsen
Date: 2023.03.02 14:55:11
-05'00'
By Sharon V. Thorsen (Date)
Senior Assistant County Attorney

YA/ch
SSI, Inc. Fifth Amendment
02/21/23
80071.0127

**FIFTH AMENDMENT TO THE SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT
BETWEEN BROWARD COUNTY AND SSI, INC.**

PROVIDER

SSI, INC.

By: Lorena de Rodriguez
Authorized Signer

Digitally signed by Lorena
de Rodriguez
Date: 2023.02.28 09:50:28
-07'00'

Lorena de Rodriguez President
Print Name and Title

24 day of February, 2023

WITNESS/ATTEST:

Ricardo Rodriguez
Corporate Secretary or other witness

Digitally signed by Ricardo
Rodriguez
Date: 2023.02.28 09:50:47
-07'00'

Board Member, CFO

(CORPORATE SEAL)