



**FIRST AMENDMENT TO SOFTWARE LICENSE, MAINTENANCE, AND SUPPORT AGREEMENT
BETWEEN BROWARD COUNTY AND CENTER FOR INTERNET SECURITY, INC.**

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Center for Internet Security, Inc., a nonprofit corporation incorporated in the State of Maryland with its principal place of business located at 31 Tech Valley Drive, East Greenbush, New York, 12061 ("Provider") (collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Software License, Maintenance, and Support Agreement between Broward County and Center for Internet Security, Inc., dated June 6, 2017 ("Agreement"), to provide a comprehensive Intrusion Detection System ("IDS") to detect security risks across Broward County's Information Technology systems and services from Provider.

B. The Agreement provided for an initial one-year term, after the stipulated date of Final Acceptance (October 2, 2017), plus four optional one-year extension terms, all of which were effectively exercised such that the Agreement currently expires on October 1, 2022. The Parties desire to further amend the Agreement to provide for an additional five (5) one-year optional extension terms and to increase not-to-exceed amounts.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Provider 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 First Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. 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. 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 ~~four (4)~~ **up to nine (9)** additional one (1) year terms by sending notice of renewal 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, 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 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
License(s), Services, and Support and Maintenance Services	Initial Term	\$45,000
Optional renewal terms	Up to First four one-year renewals (10/2/2018 – 10/1/2022) Next five one-year renewals (10/2/2022 – 10/1/2027)	\$45,000/year \$180,000 (total 4 years) \$22,560/year \$112,800 (total 5 years) \$292,800 (total 4 <u>9</u> years)
Optional Services	Duration of the Agreement (inclusive of any renewals)	\$25,000 \$80,000
TOTAL NOT TO EXCEED		\$250,000 \$417,800

Payment shall be made only for work actually performed and completed pursuant to this Agreement or as otherwise set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Provider as full compensation for all such work. Provider acknowledges that the amounts set forth herein are the maximum amounts payable for the respective terms and constitute a limitation upon County's obligation to compensate Provider for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Provider's obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, Provider shall not be reimbursed for any expenses it incurs under this Agreement.

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

13.31. Verification of Employment Eligibility. Provider represents that Provider and each subcontractor 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 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.

13.32. Prohibited Telecommunications Equipment. Provider represents and certifies that it and its applicable 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 applicable subcontractors shall not provide or use such covered telecommunications equipment, system, or services for the duration of this Agreement.

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

6. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First 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 First 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.

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

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

10. 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.

(The remainder of this page is blank.)

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 _____, 2022, and Center for Internet Security, Inc., 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 _____, 2022

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 Janette M. Smith
Janette M. Smith (Date)
Assistant County Attorney

Digitally signed by Janette
M. Smith
Date: 2022.04.06 14:32:24
-04'00'

By  4/12/2022
René D. Harrod (Date)
Chief Deputy County Attorney

JMS/vu
Center for Internet Security, Inc. First Amendment
03/29/2022
#605311v1

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PROVIDER

WITNESSES:

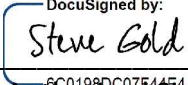
Signature

Print Name of Witness

Signature

Print Name of Witness

CENTER FOR INTERNET SECURITY, INC.

By  _____
Authorized Signor

Steve Gold P, Cybersecurity Solutions

Print Name and Title

5th day of April, 2022

ATTEST:

Corporate Secretary or authorized agent

(CORPORATE SEAL)