

**FIFTH AMENDMENT TO SOFTWARE LICENSE, MAINTENANCE, AND SUPPORT AGREEMENT
BETWEEN BROWARD COUNTY AND GENCORE CANDEO, LTD., d/b/a THE GENESIS GROUP**

This is the Fifth Amendment ("Fifth Amendment") to the Software License, Maintenance, and Support Agreement Between Broward County and Gencore Candeco, Ltd., d/b/a The Genesis Group, entered into by and between Broward County, a political subdivision of the State of Florida, and GenCore Candeco, Ltd., d/b/a The Genesis Group, a Texas corporation authorized to transact business in the State of Florida ("Provider" or "Genesis"). Collectively, Provider and County are referred to as the "Parties."

RECITALS

A. The Parties entered into the Software License, Maintenance, and Support Agreement Between Broward County and GenCore Candeco, Ltd., d/b/a The Genesis Group, dated November 17, 2013, which has been amended four times, including to modify the not-to-exceed amounts, revise the listed software, and to extend the Term (as amended, the "Agreement").

B. The Parties acknowledge and agree that County has effectively exercised the last remaining extension term under the Fourth Amendment, such that the Agreement currently expires on September 30, 2023.

C. The Parties now desire to further amend the Agreement to add up to five (5) additional one year renewal terms, which if all exercised would extend this Agreement until September 30, 2028, to replace Exhibit A, Statement of Work, and Exhibit B-1, Pricing Schedule, and to modify certain other provisions of the Agreement.

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

2. Except as modified herein, all terms and conditions of the 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 otherwise indicated.

3. Section 4.2 of the Agreement is deleted in its entirety and replaced with the following (bold/underlining omitted):

4.2 Extensions. County has effectively exercised five (5) initial one-year optional extensions to extend this Agreement through September 30, 2023. For time periods on and after October 1, 2023, County may extend this Agreement for up to five (5) additional one (1) year terms by sending notice to Provider at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise these optional extension terms. 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 deleted in its entirety and replaced with the following (bold/underlining omitted):

5.1 For the duration of the Agreement, County will pay (or has paid, as applicable) Provider in accordance with Exhibit B or Exhibit B-1, as applicable, up to the following maximum amount(s):

Services/Goods	Term	Not-To-Exceed Amount
Support and Maintenance Services	Initial Term	\$40,000
Support and Maintenance Services	November 16, 2018, through September 30, 2022	\$44,000 (total)
Support and Maintenance Services	October 1, 2022, through September 30, 2028	\$11,000/annually (\$66,000 total)
Extended Hardware Warranty	October 1, 2022, through January 27, 2027	\$2,000 (total)
Optional Services	Duration of the Agreement (inclusive of any renewals)	\$350,000
TOTAL NOT TO EXCEED		\$502,000

Payment shall be made only for work actually performed and completed pursuant to this Agreement, as set forth in Exhibit B (Payment Schedule) and Exhibit B-1 (Pricing 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 13.29, 13.30, 13.31, and 13.32 are added to the Agreement as follows (bold/underlining omitted):

13.29. 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.

13.30. 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.

13.31. 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.

13.32. By January 1 of each year, Provider must submit, and cause each subcontractor 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.

6. Exhibit A, Statement of Work, of the Agreement is deleted in its entirety and replaced with the attached Exhibit A. All references to Exhibit A in the Agreement shall be deemed to mean and include the attached Exhibit A.

7. Exhibit B-1 to the Agreement, Pricing Schedule, is deleted in its entirety and replaced with the attached Exhibit B-1, Pricing Schedule. All references to Exhibit B in the Agreement shall be deemed to include Exhibit B and/or the attached Exhibit B-1, as applicable.

8. The attached Exhibit G is hereby incorporated into the Agreement. Provider, the Software, and the System shall at all times meet or exceed the security requirements set forth in Exhibit G.

9. 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.

10. The effective date of this Fifth Amendment is the date of complete execution by both Parties.

11. This Fifth Amendment may be executed in counterparts, whether signed physically or electronically, each of which is deemed to be an original, but all of which, taken together, constitute one and the same agreement.

(Remainder of Page Left Intentionally 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 _____, 2022, and GENCORE CANDEO, LTD., d/b/a THE GENESIS GROUP, signing by and through its _____ President/CEO _____, duly authorized to execute same.

BROWARD 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 _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By Sara Cohen Digitally signed by Sara Cohen
Date: 2022.10.20 15:25:02 -04'00'
Sara F. Cohen (Date)
Assistant County Attorney

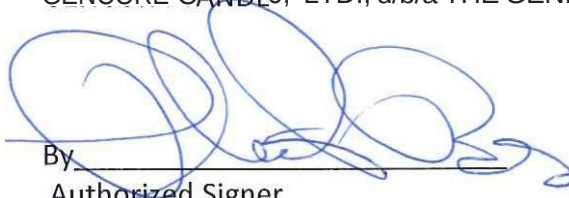
By  Digitally signed by René D. Harrod
Reason: Approved as to form
Date: 2022.10.20 15:33:06 -04'00'
René D. Harrod (Date)
Chief Deputy County Attorney

SC/RDH
9/21/2022
Genesis Group Fifth Amendment

FIFTH AMENDMENT TO SOFTWARE LICENSE, MAINTENANCE, AND SUPPORT AGREEMENT
BETWEEN BROWARD COUNTY AND GENCORE CANDEO, LTD., d/b/a THE GENESIS GROUP

PROVIDER

GENCORE CANDEO, LTD., d/b/a THE GENESIS GROUP


By _____
Authorized Signer

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Print Name and Title

20 day of (0) o 2022

Exhibit A
Statement of Work

Provider shall provide the following Services:

1. Project Request

Provider shall provide Support and Maintenance Services for the Software listed in Section 2(A) below and shall provide an extended warranty for the Equipment listed in Section 2(B) below.

2. Software and Equipment

A. Software.

Provider shall provide Support and Maintenance Services for the following Software:

Software Suite, Version & Module	Quantity & Type of License (e.g., Enterprise, User, Third-Party)	Describe Purpose, Functionality & Expected Operation of Software
GenWatch3 ATIA	1 license for use at 2 Master Sites: Davie and Coconut Creek	Performance Management software for ASTRO
Subscriber Access Management	1 license for use at 2 Master Sites: Davie and Coconut Creek	Duplicate Radio Detection

B. Equipment.

Provider shall provide a hardware warranty extension for the following Equipment:

Quantity	Equipment (identify by model number or other specific identification)
1	GenWatch3 ATIA Data Processor Database Server – Dell Service Tag- 2HMQMR2
2	GenWatch3 ATIA Reader – Dell Service Tags 47M6BT2
1	GenWatch3 Client PC (listed for informational purposes only; not eligible for warranty extension)

3. Managerial Approach

Provider will ensure that the persons responsible for Provider's performance of the Services and, to the extent applicable, identified below (collectively "Key Personnel") are appropriately trained and experienced and have adequate time and resources to perform in accordance with the terms of this Agreement. If Provider seeks or is required to make any change to the composition of the Key Personnel, Provider will provide County with thirty (30) days' advance written notice (or as much advance notice as is possible if thirty (30) days' notice is not possible) regarding such changes and the management plan associated with such changes. County shall not be responsible for any additional costs associated with a change in Key Personnel.

The Key Personnel shall be as follows:

Provider Participants:	Title	Email	Phone
Matt Davis	Sales Account Executive	Matt.davis@genesishworld.com	903-787-7437
Kelley Clarida	VP, Sales & Marketing	Kelley.clarida@genesishworld.com	903-787-7437
Mandy Jentes	Orders & Service Coordinator	Mandy.jentes@genesishworld.com	903-787-7436
Keith Tracey	Customer Support Manager	support@genesishworld.com	903-787-7400

4. Final Acceptance

The Software was previously accepted by County and therefore the current release and version of the Software is not subject to acceptance testing. County reserves the right to require acceptance testing for any subsequent upgrade, update, or release, or if any new software is purchased.

5. Optional Services, Additional Software/Licenses

a. Transition & Disentanglement Services

The Parties acknowledge and agree that upon the expiration or termination of this Agreement, the good faith efforts of Provider to facilitate the smooth, efficient, and secure transition of data and services to another provider (or to County, to the extent applicable) without any unnecessary interruption or adverse impact on County operations (“Disentanglement”) is a critical objective of the Parties and a material obligation of Provider under this Agreement. All obligations of Provider under this Agreement shall be construed consistent with this objective.

At request of County, Provider shall provide prompt, good faith, and reasonable assistance to County in disentangling County data, business, and operations from the Products and/or System and, to the extent applicable, transitioning to a new software, system, or provider.

b. Additional Products and Support and Maintenance

County may from time to time purchase from Provider any additional products, including without limitation software licenses or subscriptions, firmware, modules, and/or support and maintenance. If and to the extent County so elects to purchase such Optional Services via a purchase order or a Work Authorization (with an accompanying Statement of Work, if applicable), as County determines appropriate, the Optional Services shall be subject to any applicable not-to-exceed amounts otherwise set forth in this Agreement.

Exhibit B-1

Pricing Schedule (Annual Extension Terms October 1, 2022, through September 30, 2028)

Support and Maintenance Services Fees

Support and Maintenance Services	Time Period	Invoicing	Fees
GenWatch3-ATIA for 2 Master Sites: Davie & Coconut Creek (including SAM and ATIA Forwarder, and Subscriber Access Management)	Annually October 1, 2022, through September 30, 2028	Annually in advance*	\$10,706.06/annually \$64,236.36 (total for 6 years)

* The Parties agree that County has fully paid the annual Support and Maintenance Services Fees through September 30, 2022. Upon the Effective Date of this Fifth Amendment, Provider shall invoice County for the time period beginning October 1, 2022, through September 30, 2023. For any additional extension terms (i.e., October 1, 2023, through September 30, 2024, and thereafter), Provider shall invoice County for Support and Maintenance Services Fees annually in advance.

Extended Hardware Warranty Fees

Equipment Warranted	Time Period of Warranty	Invoicing	Fees
GenWatch3 ATIA Data Processor Database Server	October 1, 2022, through October 10, 2025	One time upon Effective Date of Fifth Amendment	\$1,968.00 (total)
GenWatch3 ATIA Reader 1	October 1, 2022, through January 27, 2026		
GenWatch3 ATIA Reader 2	October 1, 2022, through January 27, 2027		

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 or Additional Software/Licenses

Refer to Exhibit B of the Agreement for pricing.

Exhibit G
Enterprise Technology Services Security Requirements Exhibit – Low Risk

Definitions.

“Equipment” means the hardware being provided by Contractor under the Agreement.

“Contractor Platform” means the web-based platform on which Contractor provides any SaaS or hosting Services under the Agreement, including any system or other solution that stores, hosts, or transmits County data.

All other capitalized terms not expressly defined within this exhibit shall retain the meaning ascribed to such terms in the Agreement (and if not so defined, then the plain language meaning appropriate to the context in which it is used).

Software Installed in County’s Network. To the extent Contractor provides any Software to be installed in County’s network, Contractor must:

- (a) advise County of all versions of any third-party software (e.g., Java, Adobe Reader/Flash, Silverlight) to be installed and support updates for critical vulnerabilities discovered in applicable third-party or open source software;
- (b) ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the Software-development life cycle;
- (c) develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions;
- (d) mitigate critical or high risk vulnerabilities (as defined by Common Vulnerability and Exposures (CVE) scoring system) to the Software or Contractor platform within 30 days after patch release, notifying County of proposed mitigation steps to be taken and timeline for resolution if Contractor is unable to apply a patch to remedy the vulnerability;
- (e) ensure the Software provides for role-based access controls and runs with least privilege access, enables auditing by default for any privileged access or changes, and supports electronic delivery of digitally signed upgrades from Contractor’s or the third-party licensor’s website;
- (f) ensure the Software is not within three (3) years from its end of life date and provide County with end-of-life-schedules for all applicable Software;
- (g) support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys (“AES-256”) or current industry security standards, whichever is higher, for confidential data at rest and use transport layer security (TLS) 1.2 or current industry standards, whichever is higher, for data in motion; and
- (h) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

Equipment Leased or Purchased from Contractor. To the extent Contractor is the Original

Equipment Manufacturer (OEM) or an authorized reseller for the OEM for any Equipment provided under this Agreement, Contractor must:

- (a) ensure that physical security features to prevent tampering are included in any Equipment provided to County and ensure, at a minimum, industry-standard security measures are followed during the manufacture of the Equipment;
- (b) ensure any Equipment provided does not contain any embedded remote-control features unless approved in writing by County's Contract Administrator, and disclose any default accounts or backdoors that exist for access to County's network;
- (c) shall supply a patch, firmware update, or workaround approved in writing by County's Contract Administrator within thirty (30) days after identification of a new critical or high security vulnerability and notify County of proposed mitigation steps taken;
- (d) develop and maintain Equipment to interface with County-supported and approved operating systems and firmware versions;
- (e) upon request by County, make available any required certifications as may be applicable per compliance and regulatory requirements (e.g., Common Criteria, Federal Information Processing Standard 140);
- (f) ensure the Equipment is not within three (3) years from its end of life date at the time of delivery and provide County with end-of-life-schedules for all applicable Equipment;
- (g) (for OEMs only) support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from Contractor's or the original Equipment manufacturer's website; and
- (i) (for OEMs only) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

SaaS or Hosting Services. To the extent Contractor provides SaaS or web hosting services, all software, SaaS, and all hosted services or other web-based solution provided or made available as part of the Services must comply with all applicable County security requirements, including as may be updated from time to time by County upon written notice to Contractor. Any SaaS provider or website hosting County data must account for confidentiality, integrity, and availability to the extent required by County security standards, and Contractor must immediately notify County of any information security breach or unauthorized access or modification of County data. Contractor shall maintain the same standards set forth herein for its data centers and other facilities that store or host County data.