



**FIRST AMENDMENT TO TECHNOLOGY PRODUCTS AGREEMENT BETWEEN
BROWARD COUNTY AND GLOBAL VISION TECHNOLOGIES, INC.**

This First Amendment (“First Amendment”) is entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and Global Vision Technologies, Inc., a Missouri corporation registered to transact business in the State of Florida (“Contractor”) (collectively referred to as the “Parties”).

RECITALS

A. The Parties entered into the Technology Products Agreement between Broward County and Global Vision Technologies, Inc., dated May 5, 2021, whereby Contractor provides to County’s Human Services Department a Human Services Management System to support critical business functions.

B. The Parties now desire to amend the Agreement to increase various not-to-exceed amounts.

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

2. Unless otherwise stated herein, 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 5.1 of the Agreement is amended as follows:

5.1 Maximum Amounts. For all goods and services provided under this Agreement, County will pay Contractor up to a maximum amount as follows:

Services/Goods	Term	Not-To-Exceed Amount
Software License Fees and Subscription Fees	Initial Term	\$260,000 <u>\$353,000</u>
Services and Support and Maintenance	Initial Term	\$450,000 <u>\$848,000</u>
Support and Maintenance and Subscription Fees for Extension Terms	Each 1 year Extension Term	\$150,000 <u>\$151,000</u> per Extension Term \$750,000 <u>\$755,000</u> all Extension Terms

Services/Goods	Term	Not-To-Exceed Amount
Reimbursable Expenses/travel expenses	Duration of Agreement	\$10,000
Optional Services (including additional professional services or other modules)	Duration of Agreement	\$100,000 <u>\$260,000</u>
TOTAL NOT TO EXCEED		\$1,570,00 <u>\$2,226,000</u>

* * *

4. New Sections 13.29 through 13.32 are added to the Agreement as follows (bold/underlining omitted):

13.29 Prohibited Telecommunications Equipment. Contractor represents and certifies that Contractor and all 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. Contractor represents and certifies that Contractor and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

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

13.31. Ownership Disclosure Requirement. By January 1 of each year, Contractor 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.

13.32. Entities of Foreign Concern. The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date of this First Amendment, Contractor and any Subcontractor that will have access to personal identifying information shall submit to County executed affidavit(s) under penalty of perjury, in a form approved by County attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the

requirements of a proper invoice for purposes of this Agreement. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

5. The Payment Milestones Table on Exhibit B, Payment Schedule is amended as follows:

Milestone	Unit	Invoicing	Fees
***	***	***	***
Implementation	Hourly at Stated Hourly Rates	Monthly in arrears	Actual Implementation hours incurred, not to exceed \$225,000.00 \$460,000.00 total
SUBTOTAL			Not to exceed \$492,050.00 \$727.050.00

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. Contractor acknowledges that through the date this First Amendment is executed by Contractor, Contractor 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, 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.

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 _____, 2024, and Global Vision Technologies, Inc., signing by and through its VP, Client Services 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 _____, 2024

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** _____
Sara F. Cohen (Date)
Assistant County Attorney

Digitally signed by Sara Cohen
Reason: Approved as to form
Location: Broward County
Attorney's Office
Date: 2024.05.20 15:15:42 -04'00'

By  _____
René D. Harrod (Date)
Chief Deputy County Attorney

Digitally signed by Rene D.
Harrod
Reason: Approved as to form
Date: 2024.05.20 15:21:35 -04'00'

SC
Global Vision First Amendment
03/12/2024

FIRST AMENDMENT TO TECHNOLOGY PRODUCTS AGREEMENT BETWEEN
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CONTRACTOR

George Ritacco
By: George Ritacco (May 17, 2024 11:02 EDT)
Authorized Signer

George Ritacco VP, Client Services
Print Name and Title

17 day of May, 2024



GLOBAL VISION TECHNOLOGIES, INC. SIGNATURE AUTHORIZATION LETTER

INSERT [DATE]

Broward County Human Services Dept.
Information Systems Manager
Ricardo Moore
115 South Andrews Avenue
Fort Lauderdale, FL 33301

RE: COMPANY SIGNATURE AUTHORIZATION

Dear Ricardo,

The individuals below are authorized to sign for all matters relating to Broward County contracting agreements and amendments.

COMPANY OFFICERS/MANAGERS/SUPERVISORS/FACILITY SECURITY OFFICERS

Name: George Ritacco Signature: *George Ritacco* Title: VP, Client Services
(Printed Name) George Ritacco (May 17, 2024 11:02 EDT)



President and CEO: April Freund
(Print Name)

E-Mail Address: april.freund@globalvisiontech.com

Signature: *APF* April Freund (May 16, 2024 16:58 CDT)

Date: May 16, 2024