

**SECOND AMENDMENT TO THE SYSTEM AND SERVICES
AGREEMENT BETWEEN BROWARD COUNTY AND SGI MATRIX, LLC**

This Second Amendment (“Second Amendment”) to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida (“County”), and SGI Matrix, LLC, a Delaware limited liability company authorized to do business in the State of Florida (“Provider”) (collectively, the “Parties”), is entered into effective as of the date this Second Amendment is fully executed by the Parties.

RECITALS

A. The Parties entered into the System and Services Agreement between Broward County and SGI Matrix, LLC, dated May 1, 2018 (“Original Agreement”), to provide equipment and onsite maintenance services, configure and install an upgraded version of the current software, and provide support and maintenance of Provider’s Matrix Frontier aviation security software at the Fort Lauderdale-Hollywood International Airport (“Airport”). The Parties amended the Original Agreement by a First Amendment, dated January 13, 2020, to expand the scope of on-site maintenance services, increase the not-to-exceed amounts for support and maintenance, and clarify that certain purchases may be made via purchase order. The Original Agreement, as amended by the First Amendment, is referred to herein as the “Agreement.”

B. The Parties desire to further amend the Agreement to increase the Optional Services not-to-exceed amount by an additional Six Hundred Thousand Dollars (\$600,000) to permit County to purchase additional software licenses, parts, equipment, and services to enhance Provider’s Matrix Frontier access control system at the Airport.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The foregoing Recitals are true and correct, and are incorporated herein by reference.
2. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect. Amendments to the Agreement made by this Second Amendment are shown by strikethrough text to indicate deletions and bold underlined text to indicate additions.
3. 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 Payment Schedule set forth on **Exhibit B** up to the following maximum amount(s):

Services/Goods	Term	Not-To-Exceed Amount
Equipment purchased per Exhibit A	Initial Term	\$50,000.00

Services/Goods	Term	Not-To-Exceed Amount
Upgrade to Frontier Version 4.8 per Exhibit A	Initial Term	\$110,000.00
Support and Maintenance Services per Exhibit C	Initial Term	\$1,015,417.00
Support and Maintenance Services for optional renewal terms	First optional renewal term	\$884,770.00
	Second optional renewal term	\$911,320.00
	Third optional renewal term	\$938,660.00
Optional Services	Duration of the Agreement (inclusive of any renewals)	\$500,000.00 \$1,100,000.00
TOTAL NOT TO EXCEED		\$4,410,167.00 \$5,010,167.00

4. In the event of any conflict or ambiguity between this Second Amendment and the Agreement, the Parties agree that this Second Amendment shall control.

5. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

6. The Agreement, including as amended herein by this Second 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, including as amended in this Second 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 Second 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. This Second Amendment may be executed in multiple originals, and 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 Second 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 SGI MATRIX, LLC, signing by and through its Chief executive officer, 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 _____, 2021

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
Telecopier: (954) 359-1292

By Yesenia Alfonso Digitally signed by Yesenia Alfonso
Date: 2021.03.19 15:16:26 -04'00'
Yesenia Alfonso (Date)
Assistant County Attorney

Alexander J. Williams, Digitally signed by Alexander J. Williams, Senior Assistant County Atty
Senior Assistant County Atty
Date: 2021.03.22 12:50:49 -04'00'
By Alexander J. Williams, Jr. (Date)
Senior Assistant County Attorney

YA/ch
SGI Matrix 2nd Amendment
03/08/21
80071.0089

**SECOND AMENDMENT TO THE SYSTEM AND SERVICES
AGREEMENT BETWEEN BROWARD COUNTY AND SGI MATRIX, LLC**

PROVIDER

WITNESSES:

SGI MATRIX, LLC

Tracie Burton
Signature

By: [Signature]
Authorized Signor

Tracie Burton
Print Name of Witness above

Bruce E. Rogoff
Print Name and Title

Rachael Lairson
Signature

9th day of March, 2021

Rachael Lairson
Print Name of Witness above

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)