



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

This Second Amendment to the Software Support and Maintenance Agreement between Broward County and SSI, Inc. is entered into by Broward County, a political subdivision of the State of Florida ("County"), and SSI, Inc., an Arizona corporation authorized to transact business in the State of Florida ("Provider").

A. The Parties entered into the Software Support and Maintenance Agreement between Broward County and SSI, Inc., dated April 15, 2015 (including as amended, the "Agreement"), for support and maintenance of the Provider's Onsite Interactive Learning System ("ILS") and eXpress Course, as well as certain third party software.

B. The Parties entered into a First Amendment to the Software Support and Maintenance Agreement between Broward County and SSI, Inc., dated March 23, 2017, to transition the ILS system to a software-as-a-services solution.

C. The Parties desire to amend the Agreement to increase the not-to-exceed amounts to allow for additional purchases for emergency response training and to increase the delegated authority for Optional Services purchases.

NOW THEREFORE, IN CONSIDERATION of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, County and SSI 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 Second Amendment shall retain the meaning ascribed to such terms in the Agreement.

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

3. Section 3.6.2 of the Agreement is amended as follows:

3.6.2 Notwithstanding anything to the contrary in the Agreement, Work Authorizations for Optional Services pursuant to this Section shall be executed on behalf of the County as follows: the Contract Administrator may execute Work Authorizations for which the total **aggregate** cost to County is less than ~~\$30,000.00~~ **\$50,000.00**; the Purchasing Director may execute Work Authorizations for which the total **aggregate** cost to the County is within the ~~Purchasing Director's delegated authority~~ **not-to-exceed amount for Optional Services stated in Section 5.1**; any Work Authorizations above the County's Purchasing Director's ~~delegated~~ **execution** authority shall require Board approval.

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):

<b>Services/Goods</b>	<b>Term</b>	<b>Not-To-Exceed Amount</b>
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
Each optional renewal term	Each 1 year renewal term (Total 2 years)	\$45,000.00 (2 years: \$90,000.00)
Optional Services	Duration of the Agreement (inclusive of any renewals)	<del>\$155,000.00</del> <b><u>\$355,000.00</u></b>
<b>TOTAL NOT TO EXCEED</b>		<del>\$315,000.00</del> <b><u>\$515,000.00</u></b>

5. The effective date of this Second Amendment shall be the date of complete execution by both Parties.

6. This Second 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.

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

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 \_\_\_\_\_, 2018, and SSI, 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 \_\_\_\_\_, 2018

Insurance requirements  
approved by Broward County  
Risk Management Division

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  
Telecopier: (954) 357-7641

By \_\_\_\_\_ 2.22.18  
Signature (Date)

Tracy Meyer Risk Mgmt  
\_\_\_\_\_  
Print Name and Title above

By \_\_\_\_\_ 2/22/18  
René D. Harrod (Date)  
Deputy County Attorney

RDH  
2018-02-15 SSI Second Amendment  
2/15/2018  
#274420.1

PROVIDER

WITNESSES:

SSI, INC.

Ricardo J. Rodriguez D.  
Signature

Ricardo J. Rodriguez D.  
Print Name of Witness above

[Signature]  
Signature

Andrew Pritch  
Print Name of Witness above

By: [Signature]  
Authorized Signor

Lorena de Rodriguez President.  
Print Name and Title

30 day of Feb., 2018

ATTEST:

[Signature]  
Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)

