

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
BREVARD COUNTY, FLORIDA, AND
SAP PUBLIC SERVICES, INC. (f/k/a SAP AMERICA PUBLIC SECTOR, INC.)**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Amendment”) is entered into the date of last signature below by and between SAP PUBLIC SERVICES, INC., (“SAP”) and BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (the “County” or “Licensee”).

WHEREAS, the County and SAP entered into that certain professional services agreement with an effective date of November 23, 1998, which is incorporated herein by this reference (“PSA”); and

WHEREAS, due to changes to statutory requirements under Florida law, certain provisions must be included in the PSA.

Now, therefore, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein by this reference.
2. New Section 9.11 *Employment Verification and Unauthorized Alien Workers* is created in the PSA, and shall read as follows:

9.11 Employment Verification. Each Party:

- (a) shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement; and
- (b) shall expressly require any of its respective subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement; and
- (c) agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the other Party consistent with the terms of such Party’s enrollment in the program. This includes maintaining a copy of proof of its and any of its respective subcontractors’ enrollment in the E-Verify program.

Compliance with the terms of this section is made an express condition of this Agreement. This Agreement shall be terminated if either Party hereto has a good faith belief that the other Party, or its agent(s), knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If the County has a good faith belief that an SAP subcontractor knowingly violated Section 448.095(5), Florida Statutes, but SAP otherwise complied with said subsection, then the County shall promptly notify SAP and order SAP to promptly terminate the contract with its subcontractor.

Neither Party may be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, such Party hires or employs a person who is not eligible for employment.

Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

County will not intentionally award publicly funded agreements to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 274A(e) of the Immigration and Nationality Act).

3. New Section 9.12 *Scrutinized Companies* is created in the PSA, and shall read as follows:

Section 9.12 Scrutinized Companies. SAP certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, County may terminate this Agreement at its sole option if SAP or its subcontractors are found to have submitted a false certification; or if SAP or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

If the order form or statement of work which forms the Agreement is for more than one million dollars, SAP certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, County may terminate this Agreement at its sole option if SAP, its affiliates, or its subcontractors are found to have submitted a false certification; or if SAP, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with

Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

SAP agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Section 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

4. New Section 9.13 *Public Records* is created in the PSA, and shall read as follows:

Section 9.13 Public Records.

The County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes, and all other applicable Florida Statutes. If the materials provided by SAP do not fall under a specific exemption, under Florida or federal law, said materials provided by SAP to the County would have to be provided to anyone making a public records request. It will be SAP's duty to identify the information which it deems is exempt/confidential under Florida/federal law which exempts that information. If a record is marked "exempt" or "confidential" by SAP, or its subcontractors, SAP deems such document exempt and/or confidential as provided under Florida law, including, but not limited to, Section 815.045, Florida Statutes, and Chapter 119, Florida Statutes.

Should any person or entity make a public request of the County, which requires or would require the County to allow inspection or provide copies of records which SAP maintains are exempt from Public Records Law or are confidential, it shall be SAP's obligation to provide the County within 72 hours (not including weekends and legal holidays), of written notification by the County to SAP of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of Chapter 119, Florida Statutes.

Should the County face any kind of legal action to require or enforce inspection or production of any records provided by SAP to the County, which SAP maintains are exempt or confidential from such inspection/production as a public record, then SAP shall hire and compensate attorney(s) who shall represent the interest of the County as well as SAP in defending such action. To the extent SAP defends such action and to the extent SAP maintains such records are exempt or confidential, SAP shall also pay costs to defend such action and shall pay

the costs and attorney fees assessed to the County which are finally awarded pursuant to Section 119.12, Florida Statutes.

IF SAP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SAP'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE INFORMATION TECHNOLOGY DEPARTMENT: OFFICE PHONE (321) 617-7395, ALICE.COLON@BREVARDFL.GOV, 2725 JUDGE FRAN JAMIESON WAY, SUITE C-203, VIERA, FL 32940.

5. **Incorporation.** Unless otherwise provided for herein, all terms and conditions of the PSA, and any amendments or modifications made thereto, which are incorporated herein by this reference, that are not inconsistent with the provisions of this Amendment shall remain in full force and effect.
6. **Severability.** In the event a court of competent jurisdiction finds any sentence, provision, paragraph, or section of this Amendment null and void, the remaining parts of this Amendment shall continue in full force and effect as though such sentence, provision, paragraph, or section was omitted from this Amendment.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SIGNATURES TO FOLLOW.

IN WITNESS WHEREOF, on the date last signed below, the parties have caused this Amendment to be executed by their duly authorized representatives. This Amendment may be executed in counterparts, each of which shall be deemed an original and, together shall constitute an original executed contract.

ATTEST:

BREVARD COUNTY, FLORIDA

Rachel Sadoff, Clerk of the Court

By: _____
Rita Pritchett, Chair

Date: _____

WITNESS

SAP PUBLIC SERVICES, INC.
(f/k/a SAP AMERICA PUBLIC SECTOR, INC.)

Signature

Signature: _____

Print Name

Print name: _____

Title: _____

Date: _____