

# **FIRST AMENDMENT TO AGREEMENT**

**THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as “SBBC”),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**NAVIGATE360, LLC**  
(hereinafter referred to as “VENDOR”),  
having its principal place of business at  
1113 Medina Rd #700, Medina, Ohio 44256

**WHEREAS**, SBBC and VENDOR entered into an Agreement dated December 10, 2019 (hereafter “Agreement”); and

**WHEREAS**, the Agreement is to procure the VENDOR’s secure emergency management technology solution; and

**WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement through this First Amendment to Agreement (hereafter “First Amendment”).

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Name Change.** Alice Training Institute LLC shall be replaced with Navigate360, LLC, by interlineation, within the Agreement.

1.03 **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

**The following provisions shall replace the respective provisions in the Agreement, by interlineation, as follows:**

2.02 **Description of Goods or Services Provided.**                      **VENDOR**

shall provide their proprietary emergency management technology, referred to as the Emergency Response Information Portal (ERIP) and provide service and support as described below. VENDOR's hosted and cloud-based solution includes the ERIP mobile application and will securely maintain SBBC emergency plans, security assessments, drill management, online training courses and site mapping data; such as floor plans, facility images and additional site specific information. VENDOR's solution allows SBBC to create customizable compliance criteria for each site and provides the ability to track site compliance including allowing SBBC to: create drill-specific compliance criteria; and assign compliance criteria to specific users based on role; allow user role to schedule and report drills; and share scheduled drills; and schedule confidential (unplanned) drills that are not pre-announced to specific user roles; and allow for inclusion of required attendees for specific drills; and track drill scheduling and completion; and access a compliance dashboard with reporting features.

(a) **VENDOR's Responsibilities.**                      **VENDOR** shall implement an all-hazards emergency preparedness program that is highly effective and fully sustainable.

- 1) VENDOR shall provide SBBC with current best practice emergency plan template for one (1) plan and upload plan within the ERIP system.
- 2) VENDOR shall provide full analytics and reporting capabilities with ERIP system, allowing SBBC administrators to establish which users and role sets may access such data.
- 3) VENDOR shall integrate ERIP system with SBBC's Single Sign-on provider (currently Clever) for Active Directory integration.
- 4) Upon conclusion or termination of Agreement, VENDOR shall return all SBBC data to SBBC in AutoCAD dwg format (or other industry standard format), erase all copies of SBBC's data and provide SBBC with a certificate of data destruction within seven (7) calendar days of termination.
- 5) VENDOR shall set up and initiate the secure SBBC ERIP system to include the following:
  - i. Emergency Planning; and
  - ii. Drill Management; and
  - iii. Security Assessment; and
  - iv. Site Mapping; and
  - v. eLearning Modules.

- 6) VENDOR will create and upload the following templates:
  - i. Fire Inspection template; and
  - ii. Tornado Inspection template; and
  - iii. Code Red Drill template; and
  - iv. Code Yellow Drill template.
- 7) VENDOR will create and upload two hundred fifty-five (255) tactical site mapping locations utilizing existing SBBC site specific data.
- 8) VENDOR will provide the following training to SBBC:
  - i. Training delivered to SBBC emergency management leadership and/or ERIP administrators in all aspects of the ERIP security assessment and site-mapping module.
  - ii. Training delivered to SBBC administrators and staff via complete eLearning courses to learn:
    - a) How to use ERIP; and
    - b) How to use ERIP mobile app; and
    - c) How to develop emergency plans; and
    - d) How to maintain emergency plans; and
    - e) How to manage drills; and
    - f) How to view site mapping.
- 9) Training will be delivered through a blended learning program of onsite instruction, instructor-led live webinars and eLearning that includes user quizzes and dashboard functionality to track learning progress including pass/fail quiz.

(b) Project Milestones and Responsibilities.

- 1) Project Milestone one (1): ERIP and 1Plan Template
  - i. VENDOR Responsibilities:
    - a) Upon receipt of three hundred forty-four (344) site address data from SBBC, provide and setup secure SBBC ERIP system within 15 (fifteen) business days for:
      1. two hundred fifty-five (255) SBBC sites; and
      2. eighty-nine (89) Broward County Charter school sites.
    - b) Provide and upload best practice 1Plan emergency plan district template within 15 (fifteen) business days.
  - ii. SBBC Responsibilities: SBBC emergency management leadership will remain available to VENDOR via email and phone during implementation

timeline. Within 10 (ten) business days of the contract start date SBBC will provide VENDOR the site names and addresses to all three hundred forty-four (344) locations to be added within ERIP.

- iii. Completion Criteria: This project milestone will be considered complete when VENDOR has set up, provided SBBC access to a functional ERIP system with included 1Plan district template and SBBC approves (signs-off) on completion of this milestone.

## 2) Project Milestone two (2): Templates

- i. VENDOR Responsibilities: Within twenty (20) business days of receipt of data content from SBBC, VENDOR will create and upload within the Secure SBBC ERIP System the following templates:
  - a) Fire Inspection Template; and
  - b) Tornado Inspection Template; and
  - c) Code Red Drill Template; and
  - d) Code Yellow Drill Template.
- ii. SBBC Responsibilities: Within ten (10) business days of the contract start date, SBBC will provide VENDOR the following:
  - a) data points for Fire Inspection Template; and
  - b) data points for Tornado Inspection Template; and
  - c) data points for Code Red Drill Template; and
  - d) data points for Code Yellow Drill Template.
- iii. Completion Criteria: This project milestone will be considered complete when VENDOR has:
  - a) provided SBBC access within ERIP to the Fire, Tornado, Code Red and Code Yellow Templates; and
  - b) obtained SBBC approval (signs-off) on completion of this milestone.

## 3) Project Milestone three (3): Site Mapping and Creation

- i. VENDOR Responsibilities:
  - a) VENDOR will upload current detailed tactical site mapping of two hundred fifty-five (255) SBBC facilities; and

- b) VENDOR will structure maps and upload provided internal and external images of each site; and
  - c) VENDOR will upload aerial views and acquire existing floor plans from SBBC; and
  - d) VENDOR will enter all data into the secure online ERIP database.
- ii. SBBC Responsibilities: Within ten (10) business days of the contract start date, SBBC will provide VENDOR the:
    - a) site mapping floorplans; and
    - b) images; and
    - c) additional data for two hundred fifty-five (255) sites.
  - iii. Completion Criteria: This project milestone will be considered complete when:
    - a) the core site mapping information provided by SBBC for each site is created; and
    - b) the core site mapping information is uploaded into the ERIP database; and
    - c) SBBC validates and approves (signs-off) on completion of this milestone.

4) Project Milestone four (4): Onsite/Online Staff Training

- i. Within agreeable scheduling between SBBC and VENDOR, VENDOR will complete the following VENDOR Responsibilities by April 30, 2020:
  - a) Provide to SBBC the following:
    - 1. twelve (12) onsite training sessions; and
    - 2. two (2) hour staff training sessions; and
    - 3. four (4) online instructor led training sessions; and
    - 4. one (1) eLearning course available for SBBC continuous training.
- ii. SBBC Responsibilities: SBBS shall provide the onsite training space and work with VENDOR for scheduling and logistics of all training.
- iii. Completion Criteria: This project milestone will be considered complete when VENDOR has provided the above list of training to SBBC and SBBC approves (signs-off) on completion of this milestone.

2.03 **Cost and Payment.** VENDOR shall be paid with net thirty (30) day terms from the date of a proper and appropriate invoice and is aware an SBBC issued purchase order is required prior to commencement of work.

(a) The total cost for year one (1) is Two Hundred Forty-One Thousand Four Hundred Dollars and 00/100 Cents (\$241,400.00) and will be paid to VENDOR according to completion of the following milestone schedule:

- 1) Project Milestone one (1): One Hundred Fifty Thousand Three Hundred Dollars and 00/100 Cents (\$150,300.00)
- 2) Project Milestone two (2): No cost (\$0)
- 3) Project Milestone three (3): Sixty-Six Thousand One Hundred Dollars and 00/100 Cents (\$66,100.00)
- 4) Project Milestone four (4): Twenty-Five Thousand Dollars and 00/100 Cents (\$25,000.00)

(b) Beginning year two (2), the annual cost per site for ERIP Licensing, Hosting, and Technical Support Three Hundred Twenty-Five Dollars and 00/100 Cents (\$325.00). Total annual (recurring) cost of One Hundred Eleven Thousand Eight Hundred Dollars and 00/100 Cents (\$111,800.00) for three hundred forty-four (344) ERIP sites. Each year, VENDOR shall submit to SBBC a proper and appropriate invoice for ERIP licensing, hosting, and technical support costs to be paid net thirty (30) calendar days after issuance of a Purchase Order by the District.

2.06 **SBBC Disclosure of Security Records.** In order to conduct the scope of work covered by this Agreement, the VENDOR has requested access to various SBBC documents (“SBBC Records”) including, without limitation, certain documents that contain information relating to the security systems for property owned or leased by SBBC or that depict the internal layout and structural elements of SBBC-owned or leased buildings. All of VENDOR’s records and notes regarding the work performed under this Agreement shall be referred to herein as “VENDOR’s Documents.”

(a) Types and Purposes

- 1) Site Mapping. SBBC will provide VENDOR site mapping data, such as floor plans, facility images and additional site-specific information. VENDOR will create and upload SBBC site specific mapping data which can be utilized by SBBC for emergency response.

(b) VENDOR hereby acknowledges that some of SBBC Records and VENDOR's Documents are public records. Pursuant to Section 119.0701, Florida Statutes, VENDOR shall keep and maintain all public records required to perform the services required under this Agreement. VENDOR acknowledges that VENDOR shall not release any exempt SBBC Security Records or any VENDOR's confidential Documents to anyone other than SBBC's Superintendent of Schools or to the designee of said Superintendent, except as required or permitted by law.

(c) VENDOR hereby acknowledges that some of SBBC Records and of VENDOR's Documents are confidential and exempt from public inspection under state law and VENDOR acknowledges VENDOR's duty and obligation to preserve the confidential and exempt nature of such materials. Specifically, Section 119.071(3)(b)1, Florida Statutes, states in pertinent part as follows: "Building plans, blueprints, schematic drawings, and diagrams... which depict the internal layout and structural elements of a building ... or other structure owned or operated by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution [the provisions commonly referred to as the public records laws]." In addition, Section 281.301(1), Florida Statutes, states in pertinent part as follows: "Information relating to the security systems for any property owned by or leased to the state or any of its political subdivisions... including all records, information, ... schematic diagrams ... are confidential and exempt from ss. 119.07(1) and 286.011 and other laws and rules requiring public access or disclosure." Pursuant to Section 119.0701, Florida Statutes, VENDOR shall keep and maintain confidential and exempt all such information provided to them under applicable law. VENDOR agrees not to release such information or to disclose their contents to anyone other than an employee of VENDOR that requires access to such information in furtherance of their official duties under this Agreement, unless such information is required to be released by applicable law or order of a court of competent jurisdictions and unless SBBC is first notified by VENDOR of the information's intended release. Any failure by VENDOR to maintain the confidential and exempt nature of such information shall constitute a material breach of this Agreement.

(d) VENDOR shall immediately notify SBBC's custodian of public records of any request received by VENDOR from any third person for the inspection or copying of public records. VENDOR shall not directly deliver any public records to any third person, but rather shall immediately provide SBBC's custodian of public records with copies of any public records that have been requested by any third party. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion this Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of this Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR required to perform the services under this Agreement. Upon VENDOR's transfer to SBBC of all public records upon completion of the services required under this Agreement, VENDOR

shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains any public records upon completion of this Agreement with SBBC, VENDOR shall meet all applicable requirements for retaining public records and preserving any applicable confidentiality or exemptions. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, THE VENDOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

(f) VENDOR agrees to comply with the foregoing requirements governing the custody of and access to public records and to confidential and exempt information under applicable law.

1.04 **Order of Precedence among Agreement Documents.** In the event of a conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this First Amendment to Agreement; then
- b) the Agreement.

1.05 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.06 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this First Amendment to Agreement on the date first above written.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**



**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Donna P. Korn, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR VENDOR:**

(Corporate Seal)

NAVIGATE360, LLC

ATTEST:

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
, Secretary

Printed Name: \_\_\_\_\_

-or-

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness