



Addendum to SchoolMint Master Services Agreement

This ADDENDUM ("Addendum"), is entered into on June 9, 2022, by and between the **City of Pembroke Pines**, a Florida municipal corporation located at 601 City Center Way, Pembroke Pines, FL 33025 ("CITY"), and **EdTech Holdings LLC**, through its wholly owned subsidiary SchoolMint, Inc., with a principal address of 214 Jefferson Street, Lafayette, Louisiana 70501 ("VENDOR"). CITY and VENDOR shall be collectively referred to herein as the "Parties" and individually as a "Party". The SchoolMint Quotation, SchoolMint Master Services Agreement and this Addendum may be collectively referred to herein as "Agreement".

1. **Termination.**

1.1 The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of the Agreement, and is subject to termination based on lack of funding for future fiscal years.

1.2 The Agreement may be terminated by CITY for convenience, upon providing thirty (30) days written notice of such termination to VENDOR, in which event VENDOR shall be paid its compensation for services for the full term of the Agreement.

2. **Renewal; Amendments.**

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written amendment executed with the same formality and of equal dignity herewith. The term of the Agreement shall not automatically renew. The Agreement may be renewed for additional terms upon the mutual consent of the Parties evidenced by a new Order Form and written Amendment to the Agreement extending the term hereof.

3. **Use of Marks or Likeness of the CITY.**

Notwithstanding the requirements of Section (k) of the SchoolMint Master Services Agreement, VENDOR may not use CITY's official seal for marketing or publicity purposes as prohibited by §165.043, Florida Statutes. VENDOR acknowledges and agrees to obtain prior written consent from CITY prior to using any of CITY's protected service marks or CITY's likeness for any reason, including marketing purposes; such written request must specifically identify the desired use and the period of use. Any authorization granted by CITY pursuant to this section shall terminate at the expiration or termination of the Agreement. Any unauthorized use of CITY's marks or likeness is strictly prohibited and failure to comply with this section shall be considered a material breach of the Agreement for which CITY may terminate.

4. **Payment Terms.**

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Prices applicable to Customer do not include applicable state and local sales, use and related taxes. The Customer is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request Customer will provide Company with proof of tax-exempt status.



5. **Governing Law and Venue.**

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

6. **Insurance.**

6.1 The VENDOR expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided by the VENDOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

6.2 VENDOR shall not commence work under the Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the VENDOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

6.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of the Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

6.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the VENDOR or their Insurance Broker must agree to provide notice.

6.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of the Agreement, the VENDOR shall furnish a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The VENDOR shall neither commence nor continue to provide any services pursuant to the Agreement unless all required insurance remains in full force and effect. VENDOR shall be liable to CITY during any lapses in service resulting from a gap in insurance coverage.

6.6 REQUIRED INSURANCE. VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to the Agreement:

Yes No

✓ ☐ 6.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal



City of Pembroke Pines

& advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.**

Yes No



6.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the VENDOR engaged in the performance of the scope of work associated with the Agreement. In the case any work is sublet, the VENDOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the VENDOR. Coverage for the VENDOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If VENDOR claims to be exempt from this requirement, VENDOR shall provide CITY proof of such exemption for CITY to exempt VENDOR.

Yes No



6.6.3 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day



of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.**

Yes No

☐ **x** 6.6.4 Other Insurance

6.7 REQUIRED ENDORSEMENTS

6.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

6.7.2 Waiver of all Rights of Subrogation against the CITY unless CITY is found negligent for the claim (if partial negligence is found against the City, the percentage applied to the City shall not be waived).

6.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.

6.7.4 Intentionally omitted.

6.7.5 All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the CITY.

6.8 Any and all insurance required of the VENDOR pursuant to the Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the VENDOR and provided proof of such coverage is provided to CITY upon the CITY’s request. The VENDOR and any subcontractors shall maintain such policies during the term of the Agreement.

6.9 The CITY reserves the right to request any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under the Agreement, which must be in writing and agreed to by both Parties.

6.10 The insurance requirements specified in the Agreement are minimum requirements and in no way reduce any liability the VENDOR has assumed in the indemnification/hold harmless section(s) of the Agreement.

7. **Sovereign Immunity and Indemnification.**

7.1 Nothing contained in the Agreement is intended nor shall be construed to waive CITY’s rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

7.2 The VENDOR shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys’ fees) arising in connection with claims directly caused by or arising out of any alleged infringement of any patent, copyright, or any other intellectual property right claims arising from CITY’s use of any process, material, application, software, program or other item produced or used or the disposition thereof, in connection with VENDOR’s performance of this Agreement.



8. **Non-Discrimination & Equal Opportunity Employment.**

During the performance of the Agreement, neither VENDOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. VENDOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. VENDOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. VENDOR further agrees that VENDOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

9. **Reserved.**

10. **Public Records.**

The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. VENDOR shall comply with Florida's Public Records Law. Specifically, VENDOR shall:

10.1 Keep and maintain public records required by the CITY to perform the service;

10.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

10.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, VENDOR shall destroy all copies of such confidential and exempt records remaining in its possession after VENDOR transfers the records in its possession to the CITY; and

10.4 Upon completion of the Agreement, VENDOR shall transfer to the CITY, at no cost to the CITY, all public records in VENDOR's possession in an industry-standard format. All records stored electronically by VENDOR must be provided to the CITY, upon request from the CITY's custodian of public records.

10.5 The failure of VENDOR to comply with the provisions set forth in this Section 10 shall constitute a default and breach of the Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.



IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

11. Notice.

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt or tracking requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, VENDOR and CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

VENDOR: EdTech Holdings, LLC together with its wholly owned subsidiary
SchoolMint, Inc.
Attention: EdTech Contracts
214 Jefferson Street
Lafayette, Louisiana 70501

12. Attorneys' Fees.

In the event that either party brings suit for enforcement of the Agreement, each party shall



bear its own attorney's fees and court costs.

13. **Counterparts and Execution.**

The Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of the Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

14. **Compliance with Laws.**

It shall be the VENDOR's responsibility to be aware of and comply with all statutes, of all state, and federal agencies as may be applicable to the services herein required, including: the Florida Information Protection Act, Section 501.171, Florida Statutes; Children's Online Privacy Protection Act of 1998 (15 U.S.C. 6501 et seq.); Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, (20 U.S.C § 1232g) and its implementing regulations (34 C.F.R. Part 99). Failure to comply with applicable laws shall be considered a breach of this Agreement for which Customer may terminate.

15. **Scrutinized Companies.**

VENDOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

15.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

15.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

15.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

15.2.2 Is engaged in business operations in Syria.

16. **Employment Eligibility.**

VENDOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.



16.1 Definitions for this Section.

16.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

16.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

16.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

16.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

16.2 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

16.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

16.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

16.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.



17. **Ownership, Use, and Access to Data.**

Notwithstanding the requirements set forth in the SchoolMint Master Services Agreement, the Parties agree as follows:

17.1 As used in this Addendum, all information, personally identifiable information, non-public information, data, content created by Customer or User-Generated-Content, metadata, student records, student-generated data, student roster information, usernames, email addresses, names, photos, student information, and Customer information, created, accessed, processed, uploaded, or used during the course of VENDOR providing services to Customer, shall be collectively referred to as "Data". Data shall not include data that that is utilized by VENDOR and authorized third parties in aggregate or anonymized form where all personally identifiable information, including direct and indirect personal identifiers and other non-public information has been removed and the data is de-identified. VENDOR and authorized third parties agree not to attempt to re-identify de-identified Data and shall not transfer any de-identified Data to any party unless that party agrees not to attempt to re-identification.

17.2 Customer shall retain all rights, including intellectual property rights, title, and interest in Data. Customer grants to VENDOR and authorized third parties a limited, non-exclusive license to use, access, and process Data solely for the purpose of providing and supporting the functions and use of VENDOR services. Data may not be used for any purpose other than outlined in this Addendum, the VENDOR Terms and Conditions, and Privacy Policy, as modified hereby. VENDOR does not have any rights, implied or otherwise to Data. This includes the right to sell or trade Data. Data shall not be exported or maintained outside of the United States.

17.3 VENDOR shall not make Data available to any third party except as permitted herein, as may be required to provide its services to Customer, as directed by Customer, or required by law. Data shall only be accessed and processed by VENDOR and authorized third parties to the extent necessary for VENDOR to render the services required by the VENDOR Terms and Conditions, as modified by this Addendum. Authorized third parties engaged by VENDOR shall agree to adhere to the requirements set forth in this Addendum, the VENDOR Terms and Conditions, and Privacy Policy, as modified hereby.

17.4 VENDOR shall only use, access, and process Data for the time necessary to render the services required by the Agreement. VENDOR and authorized third parties shall within thirty (30) days of termination of the relationship between the parties, transfer (if requested) or destroy any Data in their possession and thereafter cease to access and process Data. VENDOR's limited license to use Data shall cease ninety (90) days after termination of the relationship between the parties.

17.5 Customer may request from time to time access to Data possessed by VENDOR, and may request to delete certain Data in VENDOR's database, such request by Customer shall be made in writing, VENDOR shall honor such request within a reasonable time.



City of Pembroke Pines

- 17.6 VENDOR will not change how Data is collected, used, or shared under the terms of this Addendum in any way inconsistent with the requirements set forth herein without advance written notice and consent from Customer.
- 17.7 The Customer and its users opt out of direct marketing. Customer shall not use any Data to advertise or market to Customer or Customer's users.
- 17.8 VENDOR further agrees to use and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. VENDOR will conduct periodic risk assessments and remediate any identified material and adverse security vulnerabilities in a timely manner. VENDOR will also have a written incident response plan, to include prompt notification of Customer in the event of a security or privacy incident, as well as best practices for responding to a Data breach. VENDOR agrees to share its summary of non-confidential aspects of the incident response plan with Customer upon request.
18. **Confidentiality.** The confidentiality obligations set forth in the Agreement shall be binding to the extent permitted by applicable laws, including Ch. 119, Florida Statutes.
19. **Records and Audit.**
Customer may, at reasonable times, and for a period of up to five (5) years following the date of final performance of services by VENDOR under this Agreement, audit, or cause to be audited, those books and records of VENDOR which are related to VENDOR's performance under this Agreement, including invoices, purchase orders, executed agreements and/or amendments thereto, but never VENDOR's confidential and private financial records. VENDOR agrees to maintain all such books and records at its principal place of business for a period of five (5) years after final payment is made under this Agreement.
20. **Conflict.**
In the event of any conflict or ambiguity by and between the terms and provisions of the SchoolMint Quotation, SchoolMint Master Services Agreement and this Addendum, the Parties agree the terms and provisions contained in this Addendum shall control to the extent of any such conflict or ambiguity.
21. **Entire Agreement.**
The SchoolMint Quotation, SchoolMint Master Services Agreement and this Addendum represent the entire and integrated Agreement between CITY and VENDOR and supersede all prior negotiations, representations or agreements, either written or oral. The Agreement is intended by the parties hereto to be the final expression of the Agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

By: _____

MARLENE D. GRAHAM, CITY CLERK

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

By: _____

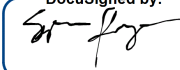
Name: _____

CHARLES F. DODGE, CITY MANAGER

OFFICE OF THE CITY ATTORNEY

VENDOR:

EDTECH HOLDINGS LLC., together with its wholly owned subsidiary **SCHOOLMINT, INC.**

Signed By:  _____
DocuSigned by: C5055ADAF524448...

Name: Spencer Kerrigan, Chief Revenue Officer

Title: CRO