

**SERVICES CONTRACT ADDENDUM BETWEEN TEKSYSTEMS AND THE STATE
BOARD OF ADMINISTRATION OF FLORIDA ("SBA")**

This Services Contract Addendum ("Addendum"), duly executed by the SBA and TEKsystems, is attached to, amends, and hereby is made a part of TEKsystems State of Florida Information Technology Staff Augmentation Services Contract #80101507-22-STC-ITSA ("Contract"). To the extent this Addendum conflicts with the Contract and any amendments thereto, this Addendum shall take precedence.

1. Services to Be Provided. TEKsystems agrees to continue to provide, under the new Contract, a Web Applications Programmer (Advanced) to fulfill SBA Information Technology supplemental staff augmentation needs performing SharePoint and Nintex Workflow development duties (the "Services"). The programmer supplied by TEKsystems will be required to perform the work on-site at the SBA headquarters in Tallahassee, Florida, and/or remotely, and will work with users throughout the organization to troubleshoot and resolve issues with existing workflows and to translate business needs into functional and technical requirements in order to deliver solutions. The programmer will be working under the technical direction and supervision of the SBA.

2. Term of the Services. The Services are to be provided for a period of six (6) months (1,040 hours), commencing January 1, 2024, and ending June 30, 2024.

3. Termination of Addendum. This Addendum may be terminated by the SBA at any time, and for any reason.

4. Compensation. The SBA agrees to pay a fixed fee of \$100 per hour for the Services for a total compensation not to exceed \$104,000.

5. Public Records. TEKsystems acknowledges and agrees that the SBA is bound by the provisions of Chapter 119 (Public Records), Florida Statutes, and that SBA data constitutes "public records." In the event of any conflict between Chapter 119, Florida Statutes, and the terms of this Addendum between the parties or the Contract, the provisions and procedures of Chapter 119, Florida Statutes will prevail.

The provisions of Section 119.0701(2)(b), Florida Statutes, set forth in the Contract, are incorporated into, and made a part of, this Addendum.

**IF TEKSYSTEMS HAS QUESTIONS REGARDING THE APPLICATION
OF CHAPTER 119, FLORIDA STATUTES, TO TEKSYSTEM'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS ADDENDUM,
CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:**

**STATE BOARD OF ADMINISTRATION OF FLORIDA
POST OFFICE BOX 13300
TALLAHASSEE, FLORIDA 32317-3300
(850) 488-4406
SBAAgreements DL@sbafla.com**

6. Indemnification Provisions. The SBA, as an entity of the State of Florida, is prohibited from entering into indemnification agreements. See Florida Attorney General Opinion 99-56, dated September 17, 1999.

7. Limitation of Liability The SBA may agree to limitations of liability only to the extent allowable under Florida law. See Florida Attorney General Opinion 85-66, dated August 23, 1985.

8. Binding Arbitration/ Alternative Dispute Resolution. The SBA does not agree to binding arbitration or any other alternative dispute resolution process or procedures.

9. Waiver of Sovereign Immunity. Nothing in the Addendum or the Contract shall be construed as a waiver: (i) of the sovereign immunity of the State of Florida; (ii) the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) the State of Florida's rights to a jury trial.

10. Jurisdiction. The laws of the State of Florida govern this Addendum. The parties submit to the jurisdiction of the courts of Leon County, Florida exclusively for any legal action related to the Addendum. Further, TEKsystems hereby waives any and all privileges and rights relating to venue it may have under any other statute, rule, or case law, including but not limited to those based on convenience.

11. Assignment. TEKsystems will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the written consent of the SBA. However, TEKsystems may waive its right to receive payment and assign the same upon notice to the SBA. In the event of any assignment, TEKsystems remains fully responsible for performance of the Contract, unless such responsibility is expressly waived by the SBA.

12. Client Identification. TEKsystems acknowledges and agrees that it has received the SBA Communications Policy (#10-004) (the "Communications Policy"). TEKsystems covenants and agrees that it shall comply with the Communication Policy, and such modifications to the policy as may be provided to TEKsystems from time to time, to the fullest extent that the Communications Policy applies to the TEKsystems. TEKsystems may not identify the SBA for purposes of business development or press releases without the express prior written consent of the SBA.

13. Data Security Attachment and Systems Use Agreement. TEKsystems has executed the SBA's Data Security Attachment, attached hereto as Appendix A, and the SBA's Systems Use Agreement, attached hereto as Appendix B.

14. No Non-Complete. Notwithstanding anything else contained within this Contract or any amendment or addenda thereto, the SBA shall not restrict M. Rodriquez from employment with the SBA, and Mr. Rodriquez shall not be prohibited from accepting any such employment.

15. E-Verify. As required under the Contract TEKsystems has registered with and uses the E-verify system to verify Employment eligibility of newly hired employees performing services within the United States in accordance with Section 448.095, Florida Statutes. Under revisions to Section 448.095, Florida Statutes, TEKsystems shall cause any of its subcontractors to register with and use the E-verify system to verify the eligibility of newly hired employees performing services within the United States. TEKsystems acknowledges that the SBA is subject to, and TEKsystems agrees to comply with Section 448.095, as amended from time to time, to the extent applicable to

this Addendum.

16. Contract Transparency. Consistent with the Florida Transparency in contracting Initiative, the SBA posts certain operational contracts on its website, and this addendum will be one of the contracts posted. TEKsystems hereby agrees that the SBA is authorized to post this Addendum (including any amendments or addenda hereto) on the SBA's website.

IN WITNESS WHEREOF the parties have executed this Addendum to the Contract



Appendix A Data Security Addendum and Appendix B System Use Agreement signed and effective December 20, 2022, are hereby incorporated into this Addendum and remain in full force and effect.

