

**SERVICES CONTRACT ADDENDUM NUMBER FOUR BETWEEN TEKSYSTEMS, INC.
AND THE STATE BOARD OF ADMINISTRATION OF FLORIDA ("SBA")**

SBA Contract No. 20-0037

This Services Contract Addendum Number Four ("Addendum"), duly executed by the SBA and TEKsystems, Inc. ("TEKsystems"), is attached to, amends, and hereby is made a part of TEKsystems State of Florida Information Technology Staff Augmentation Services Contract, #80101507-SA-19-01 ("Contract"). To the extent this Addendum conflicts with the Contract and any amendments or addenda thereto, this Addendum Number Four shall take precedence.

1. Services to Be Provided. TEKsystems agrees to continue to provide the services of Salvador Rodriquez, as the Web Applications Programmer (Advanced) who will fulfill SBA Information Technology supplemental staff augmentation needs in performing SharePoint 2016, SharePoint 365 Online, and Nintex Workflow development duties (the "Services"). Mr. Rodriquez will perform the required work on-site at the SBA headquarters in Tallahassee, Florida, and/or remotely, and will continue to 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. Mr. Rodriquez will continue to work 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 July 1, 2022, and ending December 31, 2022.

3. 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.

4. Public Records. The provisions regarding public records that were contained in the prior Addendum to the Services Contract, are incorporated into, and made a part of, this Addendum Number Four.

5. 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.

6. 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.

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

8. 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) a waiver of the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) to a jury trial.

9. Jurisdiction. The laws of the State of Florida govern the Agreement. The parties submit to the jurisdiction of the courts of Leon County, Florida exclusively for any legal action related to the Agreement. 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.

10. 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 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.

11. 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.

12. Data Security Attachment and Systems Use Agreement. The SBA's Data Security Attachment and the SBA's Systems Use Agreement that had been attached to the prior Services Contract Addendum as Appendices A and B, hereby are continued to be in effect, and are incorporated into, and made a part of, this Addendum Number Four.

13. No Non-Compete. Notwithstanding anything else contained within the Contract or any amendment or addenda thereto, the SBA shall not be restricted from soliciting Mr. Rodriguez from employment with the SBA, and Mr. Rodriguez shall not be prohibited by TEKsystems from accepting any such employment.

14. E-Verify. TEKsystems shall register with and use the E-verify system to verify the Employment eligibility of newly hired employees performing services within the United States in accordance with Section 448.095, Florida Statutes. TEKsystems acknowledges that the SBA is subject to, and TEKsystems agrees to comply with, Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

15. 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) and a description of the contents of the Addendum (including any amendments or addenda hereto) on the SBA's website.

16. Budget Approval Required. The SBA's duties and obligation to pay under this Addendum are contingent upon budget approval by the SBA's Trustees.

IN WITNESS WHEREOF, the parties have executed this Addendum Number Four to the Contract.

TEKSYSTEMS



**STATE BOARD OF ADMINISTRATION
OF FLORIDA**

