



THIRD AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND ECHO CONSULTING SERVICES, INC. FOR ENTERPRISE BUSINESS APPLICATION FOR HUMAN SERVICES DEPARTMENT (RLI No. R0961807R1)

This Third Amendment (“Third Amendment”) to the Agreement Between Broward County and Echo Consulting Services, Inc. for Enterprise Business Application for Human Services Department (RLI No. R0961807R1) is made and entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and Echo Consulting Services, Inc. d/b/a The Echo Group (“Contractor”) (collectively, the “Parties”).

RECITALS

A. County and Contractor entered into the Agreement Between Broward County and Echo Consulting Services, Inc. for Enterprise Business Application for Human Services Department (RLI No. R0961807R1), dated September 24, 2013, which was amended by a First Amendment, dated February 18, 2014, to modify the scope including to remove certain hosting services, and by a Second Amendment, dated September 23, 2018, to clarify the initial term and to remove certain deliverables from the scope of work (as amended, the “Agreement”).

B. The Agreement provided for a five (5) year initial term, with four (4) additional one (1) year renewal terms, such that the expiration date of the Agreement is currently September 23, 2022.

C. The Parties desire to enter into this Third Amendment to provide for up to three (3) additional one-year renewal terms which, if all exercised, would potentially extend this Agreement through September 23, 2025.

Now, therefore, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree to the following:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. Except as expressly amended herein, the terms of the Agreement remain in full force and effect. Amendments to the Agreement herein are indicated by use of strikethrough text to show deletions and bold/underlining to show additions.

3. Section 6.1 of the Agreement is amended as follows:

6.1 Term of Agreement. The term of this Agreement shall begin on the date it is fully executed by both parties (“Effective Date”) and shall end five (5) year(s) after the Effective Date. County may elect to extend the term of this Agreement upon the same terms and conditions as set forth in this Agreement for up to ~~four (4)~~ **seven (7)** one-year extension terms. The County’s Director of Purchasing may execute ~~an~~ extension option**(s)** under this section at least thirty (30) calendar days prior to the end of the then-current term by

written notice to Contractor stating the duration of the extended period. In the event this Agreement extends beyond a single fiscal year of County, the continuation of this Agreement beyond any such fiscal year shall be subject to the availability of County funds in accordance with Chapter 129, Florida Statutes, as amended. ~~The~~ County represents that its fiscal year currently commences on October 1 of each year and ends on September 30 of each year. The term of the System services component of this Agreement shall not affect any perpetual Software license to County or any Maintenance term and such terms shall be independent of the System services term.

4. New Sections 16.38, 16.39, 16.40, and 16.41 are added to the Agreement as follows (bold/underlining omitted):

16.38 Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Contractor represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the term will remain, in compliance with Section 286.101, Florida Statutes.

16.39 Verification of Employment Eligibility. Contractor represents that Contractor and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

16.40 Prohibited Telecommunications Equipment. Contractor represents and certifies that it and its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor and its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term.

16.41 Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Broward County Code of Ordinances, Contractor represents and certifies that its policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check, preclude inquiry into an applicant’s criminal history until the applicant is selected as a finalist and interviewed for the position.

5. Contractor acknowledges that through the date this Third Amendment is executed by Contractor, Contractor has no claims or disputes against County with respect to any of the matters covered by the Agreement.

6. The effective date of this Third Amendment shall be the date of full execution by the Parties.

7. This Amendment may be executed in counterparts and using electronic signatures, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(Remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the parties hereto have made and executed this Third Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2022, and ECHO CONSULTING SERVICES, INC., signing by and through its VP Contract Management & Compliance, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 2022

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Janette M. Smith (Date)
Assistant County Attorney

 Digitally signed by Janette M. Smith
Date: 2022.05.11 16:29:51 -0400'

By _____
René D. Harrod (Date)
Deputy County Attorney

JMS/RDH
Third Amendment to Echo Business Enterprise Agreement
4/21/2022

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ECHO CONSULTING SERVICES, INC. D/B/A THE ECHO GROUP

Cheryl Normandin
Signature

Cheryl Normandin
Print Name of Witness above

Donna Sheehan
Signature

Donna Sheehan
Print Name of Witness above

By: *Tracy E. Orlando*
Authorized Signor

Tracy E. Orlando, VP Contract Management & Compliance
Print Name and Title

10th day of May, 2022

ATTEST:

Elizabeth M. Barker
Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)
ELIZABETH M. BARKER
Notary Public - New Hampshire
My Commission Expires May 19, 2026