



SECOND AMENDMENT TO THE ENTERPRISE SOFTWARE LICENSE, MAINTENANCE, AND SUPPORT AGREEMENT BETWEEN BROWARD COUNTY AND LABLYNX, INC.

This Second Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and LabLynx Inc., a Florida corporation ("Provider") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Enterprise Software License, Maintenance, and Support Agreement Between Broward County and LabLynx, Inc., dated April 4, 2017 ("Original Agreement"), which was amended by a First Amendment, dated December 19, 2019 ("First Amendment"), whereby Provider provides a Laboratory Information Management System ("LIMS") to County's Office of Medical Examiner and Trauma Services ("ME"), County's Water & Wastewater Services Division ("WWS"), and County's Environmental Protection and Growth Management Division ("EPGMD"). The Original Agreement as amended by the First Amendment is referred to herein as the "Agreement."

B. Pursuant to the First Amendment, County transitioned to a Provider-hosted LIMS for EPGMD and added a Service Level Agreement (Exhibit F) for the associated hosting services. Currently, ME and WWS are utilizing the original on-premises configuration of the LIMS.

C. County now desires to further amend the Agreement to provide for up to five (5) additional one-year optional renewal terms, such that if all renewal terms are effectively exercised by County, the Agreement will expire on April 3, 2030; to increase the applicable not-to-exceed amounts; and to provide additional funding for a future transition to a Provider-hosted LIMS for ME, if elected by County.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
3. Section 4.3 of the Agreement is amended as follows:

4.3 ~~Extensions~~. County shall have the option to renew this Agreement for ~~five (5)~~ **up to ten (10)** additional one (1) years terms by sending notice to Provider at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise ~~this~~ **these** renewal options. In the event that unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the

exercise of an extension not practicable or if no extension is available, and expiration of this Agreement would result in a gap in the provision of services necessary for the ongoing operation of the County, then this Agreement may be extended on the same terms and conditions by the Purchasing Director for a period not to exceed six (6) months in the aggregate provided that such extension is within the authority of the Purchasing Director or otherwise authorized by the Board.

4. The Parties acknowledge that, upon execution of this Amendment, County has effectively exercised the renewal term for the period of April 4, 2025, through April 3, 2026.

5. Section 5.1 of the Agreement is amended as follows:

5.1 For the duration of the Agreement, County will pay Provider in accordance with Exhibit B up to the following maximum amount(s):

| Services/Goods | Term | Not-To-Exceed Amount |
|--|--|--|
| Statement of Work A1 (Medical Examiner) | Initial Term of three years | \$96,000 (SOW A1) |
| Statement of Work A2 (Water and Wastewater Services Division) | | \$130,000 (SOW A2) |
| Statement of Work A3 (Environmental Protection and Growth Management Department) | | \$63,000 (SOW A3) |
| Each optional renewal term <u>through April 3, 2025</u> | Each one-year renewal term | \$160,000 (\$32,000/each optional renewal term) (SOW A1) |
| | | \$150,000 (\$30,000/each optional renewal term) (SOW A2) |
| | | \$100,000 (\$20,000 /each optional renewal term) (SOW A3) |
| <u>Each optional renewal term from April 4, 2025, through April 3, 2030</u> | <u>Each one-year renewal term</u> | <u>\$207,000 (\$41,400/each optional renewal term) (SOW A1)</u> |
| | | <u>\$150,000 (\$30,000/each renewal term) (SOW A2)</u> |
| | | <u>\$147,000 (\$29,400/each renewal term) (SOW A3)</u> |
| Optional Services | Duration of the Agreement (inclusive of any renewals) | \$100,000 (SOW A1) |
| | | \$100,000 (SOW A2) |
| | | \$70,000 (SOW A3) |
| TOTAL NOT TO EXCEED | | \$969,000 <u>\$1,473,000</u> |

* * *

6. Section 12.3 of the Agreement is deleted in its entirety and replaced with the following (bold/underlining omitted):

12.3 Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Provider 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. Provider represents and certifies that it is not, and for the duration of the Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Provider represents that it is, and for the duration of the Agreement will remain, in compliance with Section 286.101, Florida Statutes.

7. New Sections 13.30 through 13.34 are added to the Agreement as follows (bold/underlining omitted):

13.30 Verification of Employment Eligibility. Provider represents that Provider 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 Provider violates this section, County may immediately terminate this Agreement for cause and Provider shall be liable for all costs incurred by County due to the termination.

13.31 Prohibited Telecommunications Equipment. Provider represents and certifies that Provider and all 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. Provider represents and certifies that Provider and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services for the duration of the Agreement.

13.32 Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Broward County Code of Ordinances (“Code”), Provider represents and certifies that Provider will comply with Section 26-125(d) of the Code for the duration of the Agreement.

13.33 Polystyrene Food Service Articles. Provider shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

13.34 Ownership Disclosure Requirement. By January 1 of each year, Provider must submit, and cause each of its subcontractors to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the

entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

8. Entities of Foreign Concern. The provisions of this section apply only if the Agreement provides access to an individual's personal identifying information. By execution of this Amendment, the undersigned authorized representative of Provider hereby attests under penalty of perjury as follows: Provider is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in the entity; and the undersigned authorized representative of Provider declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

9. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Provider, Provider hereby attests under penalty of perjury that Provider does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Provider declares that they have read the foregoing statement and that the facts stated in it are true.

10. Exhibit B-1, Payment Schedule for Medical Examiner, is amended as follows:

Support and Maintenance Services Fees

| Specific Support and Maintenance Services | Unit or Term | Invoicing | Fees |
|---|-----------------------------------|----------------------------|----------------------|
| * * * | * * * | * * * | * * * |
| <u>Hosting Services</u> | <u>Each Optional Renewal Term</u> | <u>Annually in advance</u> | <u>\$9,400/year*</u> |

*** Provider shall only invoice County for Hosting Services if County elects to transition to a Provider-hosted LIMS. If so elected by County, Provider shall invoice County for the Hosting Services in accordance with the existing invoicing schedule for Support and Maintenance Services, with the first and last invoice prorated to the extent applicable.**

11. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

12. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

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

14. The effective date of this Amendment shall be the date of complete execution by the Parties.

15. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this 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 _____, 20__; and LabLynx Inc., signing by and through its duly authorized representative.

ATTEST:

COUNTY
BROWARD COUNTY, by and through
its Board of County Commissioners

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

By: _____
Mayor
____ day of _____, 20__

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

SARA
By COHEN
Sara F. Cohen (Date)
Assistant County Attorney

Digitally signed by SARA COHEN
Reason: Approved as to form
Location: Broward County
Attorney's Office
Date: 2025.02.27 14:18:11 -05'00'

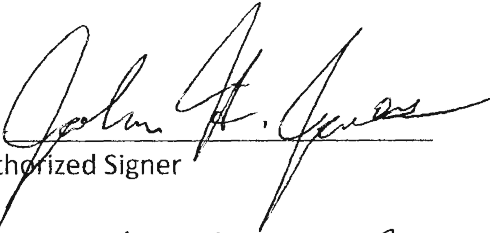
By _____
René D. Harrod (Date)
Chief Deputy County Attorney

Digitally signed by René D. Harrod
DN: cn=René D. Harrod, ou=Broward
County Attorney's Office,
email=rharrod@broward.org, c=US
Reason: Approved as to form
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SC
LabLynx Second Amendment
01/08/2025
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SECOND AMENDMENT TO THE ENTERPRISE SOFTWARE LICENSE, MAINTENANCE, AND
SUPPORT AGREEMENT BETWEEN BROWARD COUNTY AND LABLYNX, INC.

PROVIDER

By: 
Authorized Signer

John H. Jones - President
Print Name and Title

21 day of February 20 25