



**FIRST AMENDMENT TO AGREEMENT FOR SOFTWARE AS A SERVICE BETWEEN
BROWARD COUNTY AND NORTHPOINTE, INC., d/b/a EQUIVANT**

This First Amendment (“First Amendment”) is entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and Northpointe Inc., d/b/a equivant, a Delaware corporation registered to transact business in the State of Florida (“Provider”) (collectively referred to as the “Parties”).

RECITALS

A. The Parties entered into the Agreement for Software as a Service Between Broward County and Northpointe, Inc., d/b/a equivant, dated July 15, 2019 (the “Agreement”), whereby Provider provides to County a fully hosted client assessment, classification, and case management solution for County’s Adult Civil Citation Program.

B. The Agreement is scheduled to expire on July 15, 2024.

C. The Parties now desire to amend the Agreement to provide for up to five (5) additional one-year optional renewals and to increase the associated not-to-exceed amounts.

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 First Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Amendments to the Agreement made pursuant to this First 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 4.2 of the Agreement is amended as follows:

4.2 Extensions. County shall have the option to renew this Agreement for up to ~~four~~ **four (4) nine (9)** additional one (1) year terms (each, an “Renewal Term”) by sending notice of renewal to Provider at least thirty (30) days prior to expiration of the then-current term. The Purchasing Director is authorized to exercise this renewal option. 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 operations of the County, then this Agreement may be extended on the same terms and conditions by the Purchasing Director for period(s) not

to exceed three (3) months in the aggregate provided that any such extension is within the authority of the Purchasing Director or otherwise authorized by the Board.

4. 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 amounts:

Services/Goods	Term	Not-To-Exceed Amount
SaaS Services per Exhibit A and SaaS Subscription Annual Fees (including Support and Maintenance Services per Exhibit C)	Initial Term	\$79,745.00
SaaS Subscription Annual Fees (including Support and Maintenance Services per Exhibit C)	Renewal Term 1	\$29,218.00
	Renewal Term 2	\$30,095.00
	Renewal Term 3	\$30,997.00
	Renewal Term 4	\$31,927.00
	<u>Renewal Term 5</u>	<u>\$37,678.00</u>
	<u>Renewal Term 6</u>	<u>\$40,316.00</u>
	<u>Renewal Term 7</u>	<u>\$43,138.00</u>
	<u>Renewal Term 8</u>	<u>\$46,157.00</u>
	<u>Renewal Term 9</u>	<u>\$49,389.00</u>
Optional Services	Duration of Agreement (inclusive of any renewals)	\$20,000.00
TOTAL NOT TO EXCEED		<u>\$221,982.00</u> <u>\$438,660.00</u>

* * *

5. New Sections 13.30 through 13.35 are added to the Agreement as follows (bold/underlining omitted):

13.30 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.

13.31 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.

13.32 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 during the Agreement.

13.33 Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the 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.

13.34 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.

13.35 Entities of Foreign Concern. The provisions of this section apply only if Provider or any subcontractor will have access to an individual’s personal identifying information under this Agreement. Provider represents and certifies: (i) Provider is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Provider; and (iii) Provider is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date of this First Amendment, Provider and any subcontractor that will have access to personal identifying information shall submit to County executed affidavit(s) under penalty of perjury, in a form approved by County attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of this Agreement. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

6. Exhibit B, Payment Schedule, is modified to include pricing for Renewal Terms 5 through 9 as follows (bold/underlining omitted):

Description	Qty	Renewal Term 5	Renewal Term 6	Renewal Term 7	Renewal Term 8	Renewal Term 9
Northpointe Suite Case Manager (1 bundle of 5 licenses)	2	\$11,000	\$11,770	\$12,594	\$13,475	\$14,419
LEA Portal Subscription and Support and Maintenance	1	\$11,067	\$11,842	\$12,671	\$13,558	\$14,507
Hosting Services	1	\$15,611	\$16,704	\$17,873	\$19,124	\$20,463

7. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First 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 First 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.

8. Preparation of this First 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.

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

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

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this First 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 _____, 2024, and Northpointe Inc., d/b/a equivalent, signing by and through its Group Leader, Justice, duly authorized to execute same.

COUNTY

ATTEST:

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 _____, 2024

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

By SARA COHEN Digitally signed by SARA COHEN
Reason: Approved as to form
Location: Broward County
Attorney's Office
Date: 2024.05.07 12:30:19 -04'00'
Sara F. Cohen (Date)
Assistant County Attorney

By RENE D. HARROD Digitally signed by RENE
D. HARROD
Date: 2024.05.07
12:35:32 -04'00'
René D. Harrod (Date)
Chief Deputy County Attorney

SC
Northpointe First Amendment
04/23/2024
#1102690

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PROVIDER



By: _____
Authorized Signer

Eric Tumperi

Print Name and Title

3rd day of May 2024