

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
ACAI ASSOCIATES, INC. FOR CONSULTANT SERVICES FOR WORK OF A SPECIFIED NATURE
(RFP# PNC2124594P1)**

This Second Amendment ("Second Amendment") to the Agreement for Consultant Services for Work of a Specified Nature, dated January 19, 2023 ("Agreement") between Broward County ("County"), a political subdivision of the State of Florida, and ACAI Associates, Inc. ("Consultant"), a Florida corporation (collectively, the "Parties"), is entered into and effective as of the date this Second Amendment is fully executed by the Parties.

Recitals

A. On January 19, 2023, the Parties entered into the Agreement, whereby Consultant is to provide continuing professional services for work of a specified nature to the County.

B. Consultant provides Services under the Agreement pursuant to Work Authorizations entered into between the County and Consultant, which set forth the Scope of Services and compensation therefor in each Work Authorization.

C. The Parties entered into a First Amendment to the Agreement, dated on August 18, 2023 (the "First Amendment"), to increase the cumulative not-to-exceed amount for Work Authorizations issued pursuant to the Agreement from \$3,750,000 to \$5,000,000.

D. The Parties desire to further amend the Agreement to adjust the authority of the Director of Purchasing to execute Work Authorizations and amendments thereto in amounts between Fifty Thousand Dollars (\$50,000) and Five Hundred Thousand Dollars (\$500,000) for each Work Authorization to facilitate the County's ability to authorize the performance of Services in an efficient and timely manner.

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 incorporated herein as if set forth in full hereunder.

2. All capitalized terms not expressly defined in this Second Amendment shall retain the meaning ascribed to such terms in the Agreement.

3. Unless otherwise stated, words and numbers in ~~struck through~~ type are deletions from existing text and words and numbers in underlined type (aside from previously included headings) are additions to existing text.

4. Section 3.6.3 of the Agreement is hereby amended as follows:

3.6.3 Work Authorizations shall be approved by County as follows: All Work Authorizations estimated to be Fifty Thousand Dollars (\$50,000.00) or less shall be

approved by the Contract Administrator; Work Authorizations estimated to be more than Fifty Thousand Dollars (\$50,000.00) but not ~~more than the County Purchasing Director's delegated authority for an individual contract (currently more than Five Hundred Thousand Dollars (\$500,000), but as the Procurement Code may be amended)~~ shall be approved by either County's Purchasing Director or the Board; Work Authorizations estimated to be more than ~~the County Purchasing Director's delegated authority for an individual contract~~ Five Hundred Thousand Dollars (\$500,000) shall be approved by the Board.

5. Section 3.6.5 of the Agreement is hereby amended as follows:

3.6.5 Any change of scope in a Work Authorization requiring charges in excess of the amount approved in the original Work Authorization shall require a written amendment thereto approved pursuant to this section. The Contract Administrator may approve in instances where the original Work Authorization amount plus the total of such modifications does not exceed Fifty Thousand Dollars (\$50,000.00). County's Purchasing Director may approve in instances where the original Work Authorization amount plus the total of such modifications exceeds Fifty Thousand Dollars (\$50,000) but does not exceed the Purchasing Director's Five Hundred Thousand Dollars (\$500,000) delegated authority for an individual contract. The Board shall approve in instances where the original Work Authorization amount plus the total of such modifications exceeds Five Hundred Thousand Dollars (\$500,000) ~~the County Purchasing Director's delegated authority for an individual contract.~~ Notwithstanding anything contained in this subsection, Consultant's compensation shall not exceed the amount approved in the Work Authorization unless such additional amount received the prior written County approval as outlined herein.

6. If the Broward County Procurement Code is amended to increase the authority of the Director of Purchasing, with respect to any contract, to an amount above Five Hundred Thousand Dollars (\$500,000), the authority delegated to the Director of Purchasing as set forth in Sections 3.6.3 and 3.6.5, as amended in this Second Amendment, shall be adjusted to such increased threshold.

7. Except as set forth in this Second Amendment, all other terms, conditions, and covenants contained in the Agreement shall remain in full force and effect.

8. In the event of any conflict or ambiguity between this Second Amendment and the Agreement or the First Amendment, the Parties agree that this Second Amendment shall control.

9. This Second Amendment may be executed in multiple originals, and 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 Second Amendment to the Agreement: 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 _____, 2023, and ACAI Associates, Inc., signing by and through its _____, 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 _____, 2023

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:  _____ 11/27/2023
Jeffrey S. Siniawsky (Date)
Senior Assistant County Attorney

By:  _____ 11/27/2023
Michael J. Kerr (Date)
Deputy County Attorney

JSS/tb
ACAI _WSN Second Amendment
10/13/2023

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CONSULTANT

ACAI Associates, Inc.

By: 
Authorized Signer

Adolfo J. Cotilla, Jr.
Print Name and Title

20 day of November, 2023

WITNESS:


Nancy Andrews
Print Name of Witness Above