

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD
COUNTY AND THE TAMARA PEACOCK COMPANY FOR LIBRARY OF
PROFESSIONAL SERVICES FOR BROWARD MUNICIPAL SERVICES DISTRICT
(RFP # R211976R1)**

This Second Amendment is made by and between Broward County (“County”) and The Tamara Peacock Company, a Florida Corporation (“Consultant”), as of the date this Second Amendment is fully executed by the parties (“Effective Date”).

RECITALS

A. County and Consultant (the “Parties”) entered into an Agreement between Broward County and The Tamara Peacock Company for Library of Professional Services for Broward Municipal Services District, dated June 30, 2017 (the “Agreement”).

B. The original term of the Agreement was two (2) years.

C. On June 28, 2019, the Parties executed a First Amendment to the Agreement permitting the Parties to renew the Agreement for one (1) additional year up to three (3) times. The Agreement has been renewed through June 30, 2022.

D. The Parties desire to extend the term of the Agreement for an additional five (5) years, and to reimpose the same financial limitations and restrictions established in the Agreement.

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.
2. Words in ~~striketrough~~ type are deleted from existing text. Words in underlined text other than paragraph titles are additions to existing text.
3. Section 5.1 of the Agreement is amended as follows:

5.1 The term of this Agreement commenced on June 30, 2017 and ~~terminates on June 30, 2019. The term may be extended for up to three (3) one-year renewals upon written notice by the Contract Administrator at least thirty (30) days prior to the expiration of the then-current term. The Parties stipulate that they waive the thirty-day notice requirement to extend the term for the first one-year renewal~~ shall expire on June 30, 2027. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes.

4. Section 6.1.1 of the Agreement is amended as follows:

6.1.1 All Work Authorizations issued to all firms within the Library, collectively, including Consultant, shall not exceed a total of \$100,000 in the aggregate for any twelve-

month period commencing July 1 of any calendar year (“Library Work Authorizations Cap”). ~~If the term of this Agreement is renewed or extended, then this~~ This Library Work Authorizations Cap shall apply to each year of the extended Agreement. Notwithstanding the Library Work Authorizations Cap, the maximum not-to-exceed cost that may be authorized for all firms in the Library shall not exceed \$500,000 in the aggregate over the life of this Agreement.

5. In the event of any conflict or ambiguity between this Second Amendment and the Agreement, the Parties agree that this Second Amendment shall control. All other terms and conditions of the Agreement not inconsistent with this Second Amendment shall remain in full force and effect and are to be performed at the levels specified in the Agreement.
6. All capitalized terms not identified in this Second Amendment shall have the same meaning as the defined terms found in the Agreement, as amended by the First Amendment.
7. All other terms and conditions of the Agreement not inconsistent with this Second Amendment shall remain in full force and effect and are to be performed at the levels specified in the Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second 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 CONSULTANT, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

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

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
_____ day of _____, 20____

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: _____
Benjamin D. Crego (Date)
Assistant County Attorney

By: _____
Michael J. Kerr (Date)
Deputy County Attorney

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CONSULTANT

WITNESSES:

THE TAMARA PEACOCK COMPANY

Signature

By: _____
Authorized Signor

Print Name of Witness above

Print Name and Title

Signature

_____ day of _____, 20____

Print Name of Witness above

OR

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL)