

**SECOND AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND THE IQ BUSINESS GROUP, INC. FOR COUNTYWIDE CONSULTING
SERVICES FOR ENTERPRISE CONTENT MANAGEMENT NEEDS ASSESSMENT
(RFP # TEC2122283P1)**

This Second Amendment (“Amendment”) is entered into between Broward County, a political subdivision of the State of Florida (“County”), and The IQ Business Group, Inc., a Delaware corporation registered to transact business in the State of Florida (“Contractor”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. The Parties entered into the Agreement Between Broward County and The IQ Business Group, Inc., for Countywide Consulting Services for Enterprise Content Management Needs Assessment, dated January 5, 2022, which was amended by a First Amendment, dated September 26, 2023 (collectively, the “Agreement”), to identify requirements related to enterprise-wide content management for all key functional domains within County agencies and to provide related services.

B. The Parties now desire to further amend the Agreement to provide for up to three (3) additional one-year optional renewals and to increase the not-to-exceed amount for Optional Services.

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 4.2 of the Agreement is amended as follows:
 - 4.2 Extensions. County may extend this Agreement for up to ~~two (2)~~ **five (5)** additional one-year terms (each an “Extension Term”) by sending written notice of extension to Contractor at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise any Extension~~(s)~~ Term, and notice of same to Contractor only by electronic mail shall be effective and sufficient.

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

5.1. Maximum Amounts. For all goods and services provided under this Agreement, County will pay Contractor up to a maximum amount as follows:

Services/Goods	Not-To-Exceed Amount
Goods and Services	\$350,000.00
Optional Services	\$150,000.00 \$930,000.00
TOTAL NOT TO EXCEED	\$500,000.00 \$1,280,000.00

Payment shall be made only for Services actually performed and completed pursuant to this Agreement, as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Contractor as full compensation for all such Services. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Contractor for work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all Services.

5. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor 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 Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

6. 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.

7. 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.

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

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

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 IQ Business Group, , signing by and through its duly authorized representative.

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 _____, 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

By Sara Cohen Digitally signed by Sara Cohen
Reason: Approved as to form
Location: Broward County
Attorney's Office
Date: 2024.10.08 14:37:43 -04'00'
Sara F. Cohen (Date)
Assistant County Attorney

By  Digitally signed by René D.
Harrod
Reason: Approved as to form
Date: 2024.10.08 14:42:41 -04'00'
René D. Harrod (Date)
Chief Deputy County Attorney

SC
IQBG Second Amendment
08/20/2024
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CONTRACTOR

By: *Dianne Parrish*
Authorized Signer

Dianne Parrish Financial Controller
Print Name and Title

8th day of October, 2024