



DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

October 8, 2021

SUPPLEMENTAL ITEM

Commissioners Court
Harris County, Texas

RE: Job No. 140092

Members of Commissioners Court:

Please approve the attached Order authorizing the County Judge to execute the attached Forty-Second Amendment to the Agreement for the following:

Description: Enterprise Document and Digital Asset Management (EDDAM) Solution for Harris County

Vendor: IQ Business Group, Inc.

Amount: \$3,704,902 previously approved funds for the term through 07/27/2020 or until a new contract is in place
118,000 additional funds for the term 07/27/2020 until a new contract is in place
\$3,822,902

Reviewed by: X Universal Services - Technology X Harris County Purchasing

The Forty-Second Amendment adds services needed to implement the County's OpenText solution for the County Attorney's Office. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

A blue ink signature of DeWight Dopslauf, written in a cursive style.

DeWight Dopslauf
Purchasing Agent

LAB
Attachments
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA OCTOBER 12, 2021



**FORTY-SECOND AMENDMENT TO THE AGREEMENT BETWEEN
HARRIS COUNTY AND IQ BUSINESS GROUP, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Forty-Second Amendment to the Agreement is made and entered into by and between Harris County (the "County"), a body corporate and politic under the laws of the State of Texas, acting by and through its Universal Services department, and IQ Business Group, Inc. ("Contractor"). The County and Contractor are referred to herein collectively as the "Parties" and individually as a "Party."

Recitals

On April 28, 2015, the County entered into an agreement with IQ Business Group, Inc. to provide an Enterprise Document and Digital Asset Management ("EDDAM") solution and assistance in its implementation in phases to various departments in the County (the "Master Agreement").

The County and Contractor now desire to amend the agreement for the purpose of adding services needed to implement an OpenText solution for the County Attorney's Office (the "Services").

Contractor warrants and represents that it is willing and capable of providing the Services.

Terms

I.

This Amendment shall be governed by the Master Agreement, which is incorporated herein by reference as though fully set forth word for word.

II.

Contractor will perform the Services in accordance with the Statement of Work ("SOW") attached hereto as Exhibit A. Subject to the Limit of Appropriation, Contractor will be paid in accordance with Exhibit A.

III.

LIMIT OF APPROPRIATION

Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Amendment, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Amendment, and the total maximum sum that the

County shall become liable to pay to Contractor under this Amendment, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of One Hundred Eighteen Thousand and No/Dollars (\$118,000.00) as certified available by the Harris County Auditor as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent.

Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Amendment, that the total maximum compensation that Contractor may become entitled to hereunder, and the total maximum sum that the County shall become liable to pay to Contractor hereunder, shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified by the Purchase Order. Any Services performed or expenses incurred by the Contractor prior to the issuance of a Purchase Order are at the Contractor's own expense and are not reimbursable. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Amendment is limited to the funds on the Purchase Order; and that when all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this Amendment.

If the Services and charges to be provided for will equal or exceed the amount certified available, Contractor will notify the County immediately. If the amount certified is depleted prior to the end of the term of this Amendment, Contractor may terminate all Services hereunder upon the total depletion of the certified funds unless the County, at its sole option, certifies additional funds, as evidenced by a written amendment to this Agreement and the Purchase Order, in which event Contractor shall continue to provide the Services herein specified to the extent funds are available.

With regard to any renewal or extension of this Amendment, the County has not allocated any funds for any renewal or extension period beyond the current fiscal year. Therefore, if the County exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the renewal period and in accordance with the terms and conditions of this Amendment. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Amendment.

IV.

All other terms and provisions of the Master Agreement shall remain in full force and effect as originally written.

V.

It is expressly understood and agreed that the Master Agreement is incorporated herein by reference. In the event of any conflict between the terms and provisions of this Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, or the terms and provisions of any part or portion of the previous amendments, this Forty-Second Amendment shall control.

VI.

Execution, Multiple Counterparts: This Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Amendment.

IQ BUSINESS GROUP, INC.

By: 
Name: Dianne Parrish
Title: Financial Controller
Date: 10/08/21

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: 
Cherelle Sims
Assistant County Attorney
C.A. File 21GEN2902

ORDER OF COMMISSIONERS COURT
Authorizing Amendment to Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN AMENDMENT TO THE AGREEMENT
BETWEEN HARRIS COUNTY AND IQ BUSINESS GROUP, INC.**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	☐	☐	☐
Comm. Rodney Ellis	☐	☐	☐
Comm. Adrian Garcia	☐	☐	☐
Comm. Tom S. Ramsey, P.E.	☐	☐	☐
Comm. R. Jack Cagle	☐	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby authorized to execute on behalf of Harris County, an Amendment to the Agreement with IQ Business Group, Inc., in an amount not to exceed One Hundred Eighteen Thousand and No/Dollars (\$118,000.00), for the purpose of adding services needed to implement an OpenText solution for the County Attorney's Office. The Amendment is incorporated herein by reference as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.