

THIRD AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND ACADEMY STREET COLLABORATION, LLC FOR CONSULTANT SERVICES (REQUISITION # CVB0000116)

This is a Third Amendment to the Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("County") and Academy Street Collaboration, LLC a New York limited liability corporation ("Consultant") (collectively referred to as the "Parties").

WHEREAS, County and Consultant entered into an agreement for consultant services dated February 6, 2017 ("Agreement"); and

WHEREAS, the Parties entered into a First Amendment to extend the term from May 7, 2017 until November 13, 2017 and to provide for additional compensation; and

WHEREAS, the Parties entered into a Second Amendment to include an increase of reimbursable expenses during the extended term; and

WHEREAS, the Parties desire extend the term of this Agreement for an additional six months and provide for additional compensation and an increase in reimbursable expenses; NOW THEREFORE,

In consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, County and Consultant agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. ~~Strikethrough~~ text indicates deletions; underlining indicates additions.
3. Article 3, "Term and Time of Performance " shall be amended to read as follows:

3.1 The term of this Agreement shall begin on February 7, 2017 ("Effective Date") and shall end on ~~November 13, 2017~~ May 13, 2018 ("Term"), unless sooner terminated under the terms of this Agreement. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

...

4. Article 4, "Compensation" shall be amended to read as follows:

4.1 County will pay Consultant \$225.00 per hour for Services rendered by Consultant under this Agreement. The maximum billable hours for Consultant's Services will be 50 hours per month, ~~for six consecutive months~~, for a total billable time of ~~300~~ 750 hours

and a maximum not-to-exceed compensation amount of ~~\$67,500~~ \$168,750. Consultant shall not bill or be paid for more than ~~300~~ 750 hours of Services under the terms of this Agreement. No billable time will be allotted by the Consultant to travel time to and from Fort Lauderdale or other possible locations. Travel time will be at the Consultant's sole expense.

5. Exhibit "B" shall be replaced with a Second Amended Exhibit "B," which is revised to reflect an increase in authorized reimbursable expenses.
6. The effective date of this Third Amendment shall be on the date it is fully executed by the Parties.
7. Except as set forth herein, all of the terms and conditions contained within the Agreement, as amended, shall remain in full force and effect and are incorporated herein by reference.
8. This document 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 of this document that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
9. Preparation of this Third Amendment has been a joint effort of County and Consultant 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.
10. Multiple copies of this Third Amendment may be executed by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Third 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 _____, 20__, and Academy Street Collaboration, LLC, signing by and through its Principal, duly authorized to execute same.

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor

____ day of _____, 2017

Insurance requirements approved by
Broward County
Risk Management Division:

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
Telecopier: (954) 357-7641

By: Tim Eruby

Name: Tim Eruby

Title: Property Specialist

Date: 11-29-17

By: [Signature] 11/29/17
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

SVT:dmv
Academy Street Collaboration, LLC Third Amendment
9/20/17
11/27/17

THIRD AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND ACADEMY STREET COLLABORATION, LLC FOR CONSULTANT SERVICES (REQUISITION # CVB0000116)

CONSULTANT

WITNESSES:

x Valerie M. Hanbury
Signature

x Valerie M. Hanbury
Print Name of Witness above

Signature

Print Name of Witness above

ACADEMY STREET COLLABORATION, LLC

By: [Signature]
Authorized Signor

William A. Hanbury, Principal
Print Name and Title

27th day of November, 2017

ATTEST:

x Valerie M. Hanbury
Corporate Secretary or other person
authorized to attest

CORPORATE SEAL:

**SECOND AMENDED EXHIBIT B
REIMBURSABLES**

Reimbursables (subject to Florida Statutes Section 112.061)

Reimbursable	Not-to-Exceed
Travel (Economy-class air travel, taxis)	\$7,000 <u>\$17,000</u>
Per Diem (meals, lodging, etc.)	\$11,700 <u>\$23,400</u>
Copies, Binding, Conference Call Expenses	\$1000 <u>\$2000</u>
Other miscellaneous expenses	\$400 <u>\$800</u>