



**FIRST AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND COLIN BAENZIGER & ASSOCIATES FOR EXECUTIVE SEARCH PROFESSIONAL SERVICES LIBRARY**

This is the First Amendment ("First Amendment") to the Agreement between Broward County ("County") and Colin Baenziger & Associates ("Consultant") for executive search professional services in Broward County ("Agreement"). The County and Consultant are collectively referred to as "Parties."

A. On July 9, 2014, the Parties entered into an Agreement for a term of two (2) years with three (3) one-year optional renewals.

B. The County opted to use all three renewals, and the Agreement is now set to expire on July 8, 2019.

C. The County is currently in the process of soliciting consultants to perform executive search professional services through a publicly noticed Request for Proposals ("RFP"). It is expected that the process of soliciting consultants will not be concluded by the time the Agreement expires. As such, the Parties wish to extend the Agreement on a month-to-month basis for up to twelve (12) months.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Except as expressly modified herein, all terms and conditions of the Agreement remain in full force and effect. Amendments made to the Agreement by this First Amendment are indicated by use of strikethroughs to indicate deletions and bold/underlining to indicate additions, unless otherwise stated.

2. Section 3.1 of the Agreement is amended as follows:

3.1 This Agreement shall begin on the date it is fully executed by the Parties or December 1, 2013, whichever is later, and shall end two (2) years from such date ("**Initial Term**"), except as provided herein. COUNTY has the option to renew this Agreement for three (3) additional one-year renewal terms at the sole discretion of, and upon thirty (30) days prior written notice by, the Purchasing Director. **The parties stipulate that the Agreement, as previously extended, is due to expire on July 8, 2019. This Agreement shall be deemed to be renewed on a month-to-month basis thereafter, for up to twelve (12) months; provided, however, that the County may terminate this Agreement at the end of a monthly renewal period by providing written notice at least ten (10) days prior to the date the next monthly renewal would otherwise occur.** 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.

3. Section 7.1 of the Agreement is amended as follows:

Colin Baenziger & Associates First Amendment

This Agreement and any Purchase Orders issued pursuant to this Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement and any Purchase Orders may also be terminated for convenience by action of the Purchasing Director or the Board. Termination for convenience by the Purchasing Director shall be effective on the termination date stated in **the** written notice provided by the COUNTY, which termination date shall be not less than five (5) days after the date of such written notice. This Agreement and any Purchase Orders issued pursuant to this Agreement may also be terminated by the Purchasing Director upon such notice as the Purchasing Director deems appropriate under the circumstances in the event the Purchasing Director determines that termination is necessary to protect the public health or safety. This Agreement and any Purchase Orders issued pursuant to this Agreement may also be terminated upon not less than five (5) days' prior written notice in the event that CONSULTANT becomes debarred by COUNTY, loses essential qualifications, becomes insolvent, or is removed as a CONSULTANT for executive search professional services in accordance with this Agreement or the procedures under the Broward County Procurement Code related to cancellation of contracts. **The** Parties agree that if the COUNTY erroneously, improperly or unjustifiably terminates this Agreement and any Purchase Orders issued pursuant to this Agreement for cause, such termination shall be deemed a termination for convenience, which shall be effective five (5) days after such notice of termination for cause is provided.

4. Section 12.3 of the Agreement is replaced in its entirety with the following:

To the extent Consultant is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Consultant shall:

a. Keep and maintain public records required by County to perform the services under this Agreement;

b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to County; and

d. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Consultant or keep and maintain public records required by County to perform the services. If Consultant transfers the records to County, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided

to County upon request in a format that is compatible with the information technology systems of County.

The failure of Consultant to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Consultant will provide any requested records to County to enable County to respond to the public records request.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Natasha Terrell, at (954) 357-6298; nterrell@broward.org.**

5. The Effective Date of this First Amendment shall be the date of complete execution by both parties.

6. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[Remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this 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 \_\_\_\_\_, 201\_\_, and Colin Baenziger & Associates, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

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: \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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: CPounall 11/20/18

Name: Colleen Pounall

Title: Risk Analyst

By: Rocio Blanco Garcia 11/19/18  
Rocio Blanco Garcia (Date)  
Assistant County Attorney

RBG/  
Colin Baenziger & Associates First Amendment.doc  
10/19/2018

Colin Baenziger & Associates

WITNESSES:

[Signature]  
Signature

Kick Conner  
Print Name of Witness above

[Signature]  
Signature

Mary Jo Murphy  
Print Name of Witness above

By: [Signature]  
Authorized Signor

Colin Baenziger, Owner & Principal  
Print Name and Title

6 day of November, 2018

ATTEST:  
[Signature]  
Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)



REBECCA C. HAYNES  
MY COMMISSION # FF 919717  
EXPIRES: November 22, 2019  
Bonded Thru Budget Notary Services