

**THIRD AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND  
FINN PARTNERS, INC. FOR PUBLIC RELATIONS SERVICES (RFP # R1215502P1)**

This Third Amendment ("Third Amendment") to the Agreement between Broward County and Finn Partners, Inc. for Public Relations Services (RFP # R1215502P1) is entered into by and between Broward County ("County"), a political subdivision of the state of Florida, and Finn Partners, Inc. ("Finn"), a New York corporation (collectively, the "Parties").

**RECITALS**

A. On September 23, 2014, the Parties entered into an Agreement between Broward County and Finn Partners, Inc. for Public Relations Services (RFP # R1215502P1) (as amended, the "Agreement").

B. The Agreement provided for an initial three (3) year term from October 1, 2014, through September 30, 2017, with two (2) optional one-year extension terms. The County effectively exercised both optional extensions, and the Agreement term therefore currently expires September 30, 2019.

C. On December 12, 2017, the Parties entered into the First Amendment to the Agreement ("First Amendment") to revise the Scope of Services to provide for the Additional Scope of Services for one year commencing December 12, 2017, for increased social media services as set forth in Exhibit A-1 to the First Amendment ("Increased Social Media Service"). Under the terms of the First Amendment, the Parties agreed to evaluate the effectiveness of the Increased Social Media Service at the end of the one year.

D. On April 1, 2019, the Parties entered into the Second Amendment to the Agreement ("Second Amendment") to extend the Increased Social Media Service during the period from December 12, 2018, through September 30, 2019. The Second Amendment was executed by County's Purchasing Director and County Administrator, as doing so was within their delegated authority.

E. The Parties desire to further amend the Agreement to provide for the continuation of the Agreement and the Public Relations Services described therein (but not any Increased Social Media Service) beyond its September 30, 2019 expiration, as more fully described below.

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 Third Amendment shall retain the meaning ascribed to such terms in the Agreement, as amended.

2. The Agreement is hereby extended for a period of six (6) months, commencing on October 1, 2019, and continuing through March 31, 2020 ("Extended Term").

3. Should County wish to extend the Agreement after the end of the Extended Term, the GFLCVB Contract Administrator may, by written notice to Finn not less than thirty (30) days before the end of the Extended Term, further extend the Agreement on a month-to-month basis for up to an additional six (6) months (each a "Month-to-Month Extension"). County may renew the Month-to-Month Extension by delivery of at least fifteen (15) days' written notice before the end of each calendar month from the GFLCVB Contract Administrator to Finn, failing which notice the Agreement will automatically expire at the end of the applicable calendar month (for example, failure to deliver written notice by April 15, 2020 of exercise of the next Month-to-Month Extension results in the expiration of the Agreement on April 30, 2020).

4. Compensation and Reimbursables to Finn during the Extended Term and any Month-to-Month Extension period shall be invoiced and paid in accordance with Article 4 of the Agreement. The monthly payments will be based on a twelve (12) month proration of the annual budgeted amount, regardless of whether or not County exercises all six (6) months of the Month-to-Month Extension period.

5. During the Extended Term and any Month-to-Month Extension, the Aviation Department and Port Everglades may also utilize Finn's services via Work Authorization in the manner described in the Agreement, subject to the maximum amounts and at the hourly rate provided in Section 4.1.2 of the Agreement.

6. This Third Amendment may be executed in multiple originals, and 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 amendment.

7. Preparation of this Third 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 the other.

8. Except as modified in this Third Amendment, all terms and conditions of the Agreement shall remain in full force and effect. If any conflict or ambiguity exists between this Third Amendment and the Agreement (as previously Amended), the Parties agree that this Third Amendment shall control.

9. This Third Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings regarding the extension of the Agreement beyond the existing term ending on September 30, 2019, and the Parties agree that there are no commitments, agreements, or understandings concerning such matters other than as contained herein.

10. The effective date of this Third Amendment shall be on the date is fully executed by both parties.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Third Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to executed same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2019, and FINN PARTNERS, INC., signing by and through its managing partner 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\_\_

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  
Facsimile: (954) 357-7641

By:  \_\_\_\_\_ 4/19/19  
Nathaniel A. Klitsberg (Date)  
Senior Assistant County Attorney

By:  \_\_\_\_\_ 4/22/19  
René D. Harrod (Date)  
Deputy County Attorney

04/15/19  
2019-04-15 Third Amendment Finn Partners Agreement  
#429158v1  
nk/RDH

THIRD AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND  
FINN PARTNERS, INC. FOR PUBLIC RELATIONS SERVICES (RFP # R1215502P1)

FINN PARTNERS, INC.

WITNESSES:

Jessica Ramos

Signature

Jessica Ramos

Print Name of Witness above

P. F.

Signature

Peter Finn

Print Name of Witness above

Finn Partners, Inc.

By: Virginia M. Sheridan

Virginia M. Sheridan, Managing Partner

17 day of April, 2019

ATTEST:

P. F.

Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)

