



**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
AQUA MARKETING AND COMMUNICATIONS, INC., FOR ADVERTISING SERVICES
(RFP NO. GEN2116476P1)**

This Second Amendment ("Second Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Aqua Marketing & Communications, Inc., a Florida corporation ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Agreement for Advertising Services, dated March 19, 2020 (the "Original Agreement").

B. The Original Agreement was amended by a First Amendment dated December 10, 2021 (the Original Agreement, as previously amended, is referred to herein as the "Agreement").

C. The Parties desire to further amend the Agreement to increase the media buy not-to-exceed amount.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Operator agree as follows:

1. Incorporation of Recitals; Defined Terms. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the Amended Agreement.

2. Section 5.2 of the Agreement is hereby modified as follows (except with regard to headings, which may be underlined in the Agreement, additions are identified by bold/underlining and deletions by strikethrough):

5.2 Maximum Compensation. For all goods and services provided under this Agreement, County will pay Contractor (including any Subcontractor fees) up to a maximum amount as follows:

Services/Goods	Term	Not-to-Exceed Amount
...		
Media Buys for CVB	Term of Agreement	\$28,000,000 <u>\$34,000,000</u>
TOTAL NOT-TO-EXCEED AMOUNT (for all Services and media buys)	Term of Agreement	\$53,512,086 <u>\$59,512,086</u>

3. New Sections 11.25, 11.26, 11.27, and 11.28 are added to the Agreement as follows (bold/underlining omitted):

11.25 Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

11.26 Prohibited Telecommunications Equipment. Contractor represents and certifies that Contractor and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

11.27 Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Broward County Code of Ordinances, Contractor represents and certifies that Contractor will comply with Section 26-125(d) of the Broward County Code of Ordinances for the duration of the Term.

11.28 Polystyrene Food Service Articles. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

4. Second Amendment Effective Date. The effective date of this Second Amendment shall be the date of complete execution by the Parties.

5. Ownership Disclosure Form. By January 1 of each year, Contractor must submit, and cause each of its Subcontractors to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

6. Priority of Provisions; Prior Agreements. In the event of any conflict or ambiguity between this Second Amendment and the Agreement, the Parties agree that this Second Amendment shall

control. The Agreement, as amended herein by this Second 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 Second 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. Joint Preparation. Preparation of this Second 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. No Claims or Disputes. Contractor acknowledges that through the date this Second 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. Counterparts and Multiple Originals. This Second Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same amendment.

(The remainder of this page is 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 12th day of December, 2023, and Aqua Marketing & Communications, Inc., signing by and through its President duly authorized to execute same.

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 _____
Rene D. Harrod (Date)
Deputy County Attorney

SRW
11/20/2023
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AQUA

Aqua Marketing & Communications, Inc.

By: _____
Authorized Signer

Print Name and Title

_____ day of _____, 2023