

**SECOND AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND SPARK BRANDING HOUSE, INC. FOR ADVERTISING
AGENCY SERVICES (RFP #GEN2127506P1)**

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

RECITALS

A. The Parties entered into the Agreement between Broward County and Spark Branding House, Inc. for Advertising Agency Services (RFP #GEN2127506P1), dated August 23, 2024 (the "Original Agreement"), to provide advertising agency services to the County and its various agencies.

B. The Original Agreement was amended by a First Amendment, dated January 24, 2025, which added third-party research as a reimbursable service within the Scope of Services. The Original Agreement, as amended by the First Amendment, is referred to herein as the "Agreement."

C. The Parties now desire to further amend the Agreement to add the Broward County Transportation Department ("BCT") as a using agency under the Agreement.

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 Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Article 1 of the Agreement is amended as follows:

...

1.7. **Contract Administrator(s)** means the following persons or such other person(s) as designated in writing by the applicable person identified herein: for services performed for the GFLCVB, the President of the GFLCVB ("GFLCVB Contract Administrator"); for services performed for the Aviation Department, the CEO/Director of Aviation ("Aviation Contract Administrator"); for services performed for the Port Everglades Department, the CEO/Port Director ("Port Contract Administrator"); for services performed for the Cultural Division, the Cultural Division Director ("Cultural Contract Administrator"); **for services performed for the Broward County Transportation Department ("BCT"), the BCT**

Director (“BCT Contract Administrator”). Each of the GFLCVB Contract Administrator, Aviation Contract Administrator, Port Contract Administrator, ~~and Cultural Contract Administrator,~~ **and BCT Contract Administrator** will be the “Contract Administrator” for the applicable Services **for their respective agencies.**

...

1.10 Division(s) means the GFLCVB, Aviation Department, Port Everglades Department, Cultural Division, **BCT**, and any other County department or division added to the Scope of Services in accordance with this Agreement.

...

1.18 Optional Services means Services ordered by the GFLCVB, the Aviation Department, Cultural Division, ~~or the Port Everglades Department,~~ **or BCT** via a Work Authorization.

4. A new row of Optional Services and an amended Total Not-to-Exceed Maximum Amount for Term are added to the chart shown in Section 5.1 of the Agreement as follows:

Optional Services		
<u>BCT (inclusive of media buys)</u>	<u>Annually per Fiscal Year</u>	<u>\$1,250,000</u>
	<u>Term of Agreement</u>	<u>\$6,250,000</u>

...

TOTAL NOT-TO-EXCEED AMOUNT FOR TERM	\$79,705,220 <u>\$85,955,220</u>
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5. Article 1 of Exhibit A of the Agreement is amended as follows:

1. Project Overview

Contractor shall provide creative brand development services, production services, and media planning, including buying and designing strategic marketing campaigns (collectively, “Services”), for the Greater Fort Lauderdale Convention & Visitors Bureau (“GFLCVB”), as well as project-specific Services for the Aviation Department (“Airport”), Port Everglades Department (“Port”), ~~and the Cultural Division (“Cultural”),~~ **and BCT** (operated under separate budgets). Project-specific Services for the Port, Airport, ~~and Cultural,~~ **and BCT** will be separately determined and authorized by County, as needed. Additional County departments or divisions may be added by County at any time upon written notice by the GFLCVB Contract Administrator, which notice shall specify the Contract Administrator and any applicable budget limitations for that department or division. If additional County departments or divisions are added, they will not be included in the GFLCVB Monthly Fee, and any services provided to the additional agency will be billed at the applicable Hourly Rate separate from GFLCVB’s contract not-to-exceed thresholds.

6. The heading of Section 2.2 of Exhibit A of the Agreement is amended as follows:

2.2. Other Departments (Airport, Port, Cultural, BCT)

7. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

8. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this 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 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.

9. Preparation of this 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.

10. Contractor acknowledges that through the date this Amendment is executed by Contractor, Contractor has no claims or disputes against County with respect to any of the matters covered by the Agreement.

11. The effective date of this Amendment shall be the date of complete execution by the Parties.

12. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: 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 Spark Branding House, Inc., signing by and through its duly authorized representative.

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

Karina
By: Rodrigues  Digitally signed by Karina Rodrigues
Date: 2025.05.05 09:57:47 -04'00'
Karina D. Rodrigues (Date)
Assistant County Attorney

By:  5-6-25
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

KDR
Spark Branding House Agreement Second Amendment
04/24/2025
#1165208v1

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BROWARD COUNTY AND SPARK BRANDING HOUSE, INC. FOR ADVERTISING
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CONTRACTOR

By: _____
Authorized Signer

~~____Dulani Porter, Partner/EVP____~~
Print Name and Title

05 day of May, 2025