



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

This Third 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 certain advertising agency services. The Original Agreement as amended by the First Amendment thereto, dated January 24, 2025, and the Second Amendment thereto, dated June 17, 2025, is referred to herein as the "Agreement."

B. The Parties now desire to further amend the Agreement to increase the annual not-to-exceed amount for Reimbursable Expenses from \$550,000 to \$2,550,000 for Fiscal Year 2026 to fund a brand campaign refresh.

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. Section 5.1 of the Agreement is amended as follows:

5.1. Maximum Amounts. For all Services provided under this Agreement, County will pay Contractor up to a maximum amount as follows:

Services/Goods	Term	Not-To-Exceed Amount
...		
Reimbursable Expenses	Annually per Fiscal Year <u>(other than Fiscal Year 2026)</u>	\$550,000
	<u>Fiscal Year 2026</u>	<u>\$2,550,000</u>
	Term of Agreement	\$2,750,000 <u>\$4,750,000</u>

...

TOTAL NOT-TO-EXCEED AMOUNT FOR TERM	\$85,955,220 <u>\$87,955,220</u>
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5. 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.

6. 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.

7. 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.

8. 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.

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

10. 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 _____, 2025; 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

By: Karina Rodrigues
Karina D. Rodrigues (Date)
Assistant County Attorney

Digitally signed by Karina
Rodrigues
Date: 2025.07.31
18:58:26 -04'00'

By: Rene D. Harrod
Rene D. Harrod (Date)
Chief Deputy County Attorney

Rene D. Harrod
cn=Rene D. Harrod, ou=Broward County
Attorney's Office,
email=rharrod@broward.org, c=US
Approved as to form
2025.07.31 18:50:42 -04'00'

KDR
Spark Branding House Agreement Third Amendment
07/31/2025
#1180640v1

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

CONTRACTOR

Spark Branding House

By:  DocuSigned by:
6345AF02AFAA446...
Authorized Signer _____

Dulani Porter Partner/EVP
Print Name and Title

31 day of July, 2025