



**REINSTATEMENT AND FIRST AMENDMENT TO AGREEMENT BETWEEN  
BROWARD COUNTY AND ANTHONY BRUNSON, P.A. FOR CERTIFIED PUBLIC  
ACCOUNTANT (CPA) SERVICES**

This Reinstatement and First Amendment (“First Amendment”) to the Agreement (as defined below) is made and entered into by and between Broward County, a political subdivision of the State of Florida (“County”) and Anthony Brunson, P.A., a Florida profit corporation (“Contractor”) (collectively, County and Contractor are the “Parties”).

RECITALS

A. On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act was signed into law, providing over \$2 trillion in economic relief to assist with the impact of the COVID-19 pandemic, \$8.3 billion of which was allocated to the State of Florida.

B. Based on its population, County qualified for a direct payment allocation and received \$340,744,702 in funding under the Coronavirus Relief Funds program, Catalog of Federal Domestic Assistance (CFDA) number 21.019.

C. County entered into an agreement with Contractor, an accounting firm, for Contractor to aid with invoice processing of CARES Act funding allocated by the County to municipalities, effective on November 17, 2020 (“Agreement”).

D. The term of the Agreement expired on January 31, 2021, and the Parties desire that the Agreement be reinstated and that the term of the Agreement be extended to August 31, 2021, and the Parties now desire to enter into this First Amendment to reinstate and extend the term of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. The above recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Amendments made to the Agreement by this First Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise indicated.

3. This Agreement is hereby reinstated effective January 31, 2021.

4. The first sentence of Article 4.1 of the Agreement shall be amended as follows:

The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end on ~~January 31, 2021~~ August 31, 2021 ("Initial Term").

5. The second sentence of Article 5.2.1 of the Agreement shall be amended as follows:

An original invoice plus one copy are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement, ~~but in no event after December 28, 2020.~~

6. This First 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 First 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 First Amendment, all terms and conditions of the Agreement shall remain in full force and effect. If any conflict or ambiguity exists between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control.

9. This First 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 of this First Amendment that are not contained in the Agreement and this First Amendment.

10. Contractor represents and warrants that this First Amendment constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this First Amendment constitutes a breach of any agreement that Contractor has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Contractor. Contractor further represents and warrants that execution of this First Amendment is within Contractor's legal powers, and each individual executing this First Amendment on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY, signing by and through its County Administrator, authorized to execute same by Board action on the 10th day of March, 2020 (Board Agenda Item No. 62b), and ANTHONY BRUNSON, P.A., signing by and through its President and CEO, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through its  
County Administrator

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Bertha Henry

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print Name

By: Christina A. Blythe Digitally signed by Christina A. Blythe  
Date: 2021.02.16 11:23:16 -05'00'

Christina A. Blythe (Date)  
Assistant County Attorney

By: Annika E. Ashton Digitally signed by Annika E. Ashton  
Date: 2021.02.16 11:23:30 -05'00'

Annika E. Ashton (Date)  
Deputy County Attorney

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CONTRACTOR

WITNESSES:

Maria Andrea Rodriguez  
Signature

Maria Andrea Rodriguez  
Print Name

Richard  
Signature

Denise Richard  
Print Name

ANTHONY BRUNSON, P.A., a Florida profit corporation

By: [Signature]  
President and CEO

12 day of February, 20 21

ATTEST:

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

(CORPORATE SEAL OR NOTARY)



**KRISTY S. PEARSON**  
Notary Public  
State of Florida  
Comm# HH028470  
Expires 8/14/2024