

**AMENDMENT NO. 4 TO AGREEMENT NO. 17-1254MS FOR PROFESSIONAL ADVERTISING & PUBLIC RELATIONS SERVICES**

This Amendment No. 4 to Agreement No. 17-1254MS (hereinafter Amendment) is made as of this 29<sup>th</sup> day of September, 2020 (hereinafter Effective Date) between Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter County) and Aqua Marketing & Communications, Inc., a Florida corporation, whose address is 360 Central Avenue, Suite 420, St. Petersburg, FL 33701, (hereinafter Consultant).

**WHEREAS**, on September 29, 2017, the County entered into an Agreement with Consultant for Professional Advertising & Public Relations Services for a not-to-exceed amount of \$672,764.96 (Agreement); and

**WHEREAS**, on October 23, 2018, the Board of County Commissioners approved Amendment No. 1 to incorporate an itemized FY2019 fee schedule for services for year two (2) of the Agreement and shall be effective from September 29, 2018 through September 28, 2019 in the not-to-exceed amount of \$866,672.52 for an aggregate Agreement total not-to-exceed amount of \$1,539,437.48; and

**WHEREAS**, on April 24, 2019, Amendment No. 2 incorporated a revised itemized FY2019 fee schedule for services for year two (2) of the Agreement in the amount of \$30,500.00 for an aggregate total not-to-exceed amount of \$1,569,937.48; and

**WHEREAS**, on September 24, 2019, Amendment No. 3 incorporated itemized FY2020 fee schedule for year three (3) of the Agreement and shall be effective from September 29, 2019 through September 28, 2020 in the not-to-exceed amount of \$927,924.90 for an aggregate Agreement total not-to-exceed amount of \$2,497,862.38; and

**WHEREAS**, the County has determined a need to extend the Agreement and revise the itemized FY2021 fee schedule; and

**WHEREAS**, Consultant agrees to continue to provide the professional advertising & public relations services to the County in accordance with the terms and conditions of the Agreement.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

**1. Recitals**

The above recitals are true and correct and are incorporated herein by reference.

2. This Amendment No. 4 incorporates Exhibit B, FY2021 Fee Schedule, in its entirety for services for year four (4) of the Agreement and shall be effective from September 29, 2020 through September 28, 2021 in the not-to-exceed amount of \$658,036.90 for an aggregate Agreement total not-to-exceed amount of \$3,155,899.28.

**3. The Agreement**

The Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No.4 represent the entire understanding between the Parties.

**4. Terms and Conditions**

Except as otherwise stated herein, the terms and conditions of the Initial Agreement shall constitute the terms and conditions of this Agreement. A true and correct copy of the Initial Agreement is hereby incorporated by this reference.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

**AQUA MARKETING & COMMUNICATIONS, INC.**

BY: KDM. Di Maggio

Printed Name: David M. Di Maggio

Title: President

Date: September 2, 2020

**MANATEE COUNTY, a political subdivision  
of the State of Florida**

\_\_\_\_\_  
Jacob Erickson, MBA, CPPO  
Interim Procurement Official

Date: \_\_\_\_\_

AQUA MARKETING & COMMUNICATIONS, INC.

**AMENDMENT NO. 4**

EXHIBIT B

AGREEMENT NO. 17-1254MS PROFESSIONAL ADVERTISING & PUBLIC RELATIONS SERVICES  
FOR THE PERIOD OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021

<b>TASKS</b>	<b>COMPENSATION</b>	<b>TOTAL ANNUAL COST</b>
Creative Design Layouts (billed as Task A)	\$20,649.86 per month	\$247,798.38
Production & Collateral (billed as Task B)	variable per month - reimbursable	\$78,400.00
Public Relations Services (billed as Task C)	\$6,236.54 per month	\$74,838.52
Public Relation Expenses (billed as Task D)	variable per month - reimbursable	\$49,000.00
Current Media Fee (billed as Task E) Based on twenty-two percent (22%) of current digital media spend; any increases in the current digital media spend, or the inclusion of non-digital spends as part of scope may require additional agency compensation. FY2021 digital spend is \$150,000	\$2,750 per month	\$33,000.00
Digital Media Expenses (billed as Task F) Requires prior approval by the BACVB	variable per month - reimbursable	\$150,000.00
On Demand Photography and Video (billed as Task G) The CONSULTANT will provide up to 100 man-hours annual with additional hours available at the standard hourly rate \$155.25 (this will include shooting still and moving images during the course of the year. Shooting would be standard non-commercial photography and video not typically involving outside production groups.	100 annual hours	-NO COST-
NEW (TASK H) Brand Audit Research - A "passthrough cost" managed by the agency. Examine the continued relevancy of the destination brand. Efforts will include other activities proposed by the agency. Efforts engaged by third party vendors to be pre-approved per instance by the BACVB	variable per month - reimbursable	\$25,000.00
<b>TOTAL ANNUAL COST OF SERVICES</b>		<b>\$658,036.90</b>