

**AMENDMENT NO. 3 TO AGREEMENT NO. 17-1254MS
FOR PROFESSIONAL ADVERTISING & PUBLIC RELATIONS SERVICES**

This Amendment No. 3 to Agreement No. 17-1254MS (hereinafter Amendment) is made as of this ____ day of _____, 2019 (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, Section 2-26-46 of the County's Procurement Code permits the County to amend agreements after execution; and

WHEREAS, on September 29, 2017, the County entered into an Agreement with Consultant for Professional Advertising & Public Relations Services (Initial Agreement); and

WHEREAS, on October 23, 2018, the Board of County Commissioners approved Amendment No. 1 with Consultant to incorporate an itemized FY19 fee schedule for services for year two of the Agreement and shall be effective from September 29, 2018 through September 28, 2019; and

WHEREAS, on April 24, 2019, Amendment No. 2 incorporated a revised itemized FY19 fee schedule for services for year two of the Agreement; and

WHEREAS, the County has determined that additional services to enhance and develop specific components of the website are needed; and

WHEREAS, the Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the parties hereto; and

WHEREAS, Consultant agrees to continue to provide 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. **Amendment No. 3** incorporates Exhibit B, FY20 Fee Schedule, in its entirety for services for year three of the Agreement and shall be effective from September 29, 2019 through September 28, 2020 attached hereto and incorporated herein.
3. **Supplemental Terms and Conditions.** The terms and conditions of the Agreement are hereby modified or supplemented as follows:

- a. *Amendment or Waiver.* No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and contains the signature of an authorized representative of the party against whom it is sought to be enforced. Either party's failure to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provision or rights, or affect the validity of this Agreement.

- b. *Public Records.* Pursuant to Florida Statutes § 119.0701, to the extent Company is performing services on behalf of the County, Company shall:
 - i. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform this service.
 - ii. Upon request from the County's custodian of public records, provide the custodian with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if Company does not transfer the records to the public agency.
 - iv. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Company or keep and maintain public records required by the County to perform the service. If Company transfers all public records to the County upon completion of the Agreement, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of the Agreement, Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**By email: Debbie.Scaccianoce@mymanatee.org
By phone: 941.742.5845**

Mail or hand delivery:
Attn: Records Manager
1112 Manatee Avenue West
Bradenton, FL 34205

- c. *Notices.* Every notice, comment, consents, objections, waivers or any communication given under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

For County: Manatee County Government
1112 Manatee Avenue West
Bradenton, FL 34205
Attn: Fiscal Specialist
Tel: 941-729-9177

For Company: Aqua Marketing & Communications, Inc.
360 Central Avenue, Suite 420
St. Petersburg, FL 33701
Attn: David Dimaggio
Tel: 727-319-9611

Every notice, comment, consents, objections, waivers or any communication shall be deemed given when received by the party for whom such communication is intended at such address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

4. The Agreement, Amendment No. 1, Amendment No. 2 and this Amendment No. 3 represent the entire understanding between the Parties.
5. **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 have caused this Agreement to be duly executed effective as of the date set forth above.

**AQUA MARKETING &
COMMUNICATIONS, INC.**

By: David M. Di Maggio

Printed Name: David M. Di Maggio

Date: 8-20-19

MANATEE COUNTY, a political subdivision
Of the State of Florida

By: _____

Printed Name: Theresa Webb,
M.A., CPPO, CPPB, CPSM, C.P.M.

Title: Procurement Official

Date: _____

AMENDMENT NO. 3
FEE SCHEDULE, EXHIBIT B
FY20 FOR THE PERIOD OF SEPTEMBER 29, 2019 THROUGH SEPTEMBER 28, 2020

Agreement No.17-1254MS Professional Advertising & Public Relations Services

| TASKS | COMPENSATION | TOTAL ANNUAL COST |
|---|-----------------------------------|--------------------------|
| 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 | \$112,000.00 |
| | | |
| 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 | \$70,000.00 |
| 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. FY2020 digital spend is \$490,400 | \$8,990.67 per month | \$107,888.00 |
| Digital Media Expenses (billed as Task F) Requires prior approval by the BACVB | variable per month - reimbursable | \$315,400.00 |
| 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- |
| TOTAL ANNUAL COST OF SERVICES | | \$927,924.90 |