

FIRST AMENDMENT

This Amendment made and entered into this 19 day of June, 2017, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County," and Rooster Creative Limited, Waterloo House, 207 Waterloo Road, London SE1 8XD, United Kingdom hereinafter referred to as "Contractor," (collectively, the "Parties")

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on November 10, 2016, pursuant to Pinellas County Contract No. 156-0425-LI (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Public Relations - United Kingdom, Ireland, & German Speaking Markets services for County; and

WHEREAS, Section twenty-one (21) of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to provide for amendment to paragraph 5C and 5E of the agreement, at the same prices, terms, and conditions;

NOW THEREFORE, the parties agree to amend the Agreement effective October 1, 2016 as follows:

1. Paragraph 5.C of the Agreement is hereby amended as follows:

Authorized Reimbursements.

In addition to the sums payable as provided in subsection 5.B, the County shall reimburse the Contractor for certain legally authorized expenses upon submittal of an invoice as provided herein, provided they have been approved in advance by the CVB Director: travel (in accordance with Section 112.061, Florida Statutes, and/or County Travel Policy, as an authorized person as defined therein); entertainment, registrations, and other related and necessary expenses in providing the Services approved in advance by the CVB Director. In the event County policy and Florida statutory travel rates differ, Contractor shall be reimbursed at the higher of the two rates.

2. Paragraph 5.E of the Agreement is hereby amended to provide:

Payments.

Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted as provided in Exhibit 12 attached hereto. When payment must be made for reimbursable

reservations at the time of the reservation, Contractor may submit an invoice for such payments once those amounts have been paid; provided, however, that in the event Contractor does not attend or make use of the reservation, all such funds must be returned to the County.

3. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the parties herein have executed this First Amendment as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator



Mark Woodard, County Administrator

CONTRACTOR:



Authorized Signature



Printed Authorized Signature



Title Authorized Signature

ROOSTER^{PR}
GLOBAL BRAND COMMUNICATORS

Rooster Creative Ltd
Waterloo House, 207 Waterloo Road
London, SE1 8XD UK
Co Reg No. 3871129
Co Vat No. 696 7309 79

APPROVED AS TO FORM

By:


Office of the County Attorney