

## SECOND AMENDMENT

This Amendment made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County," and Miles Partnership, LLLP , 6751 Professional Parkway West Sarasota, FL 34240 hereinafter referred to as "Contractor,"

### WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on December 13, 2016, pursuant to Pinellas County Contract No. 156-0447-P (JJ) (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Digital Marketing Services – CVB 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 the realignment of digital media marketing responsibilities to Contractor, for the annual not-to-exceed sum of \$4,550,000.00, at the same terms, and conditions;

NOW THEREFORE, the parties agree that the Agreement is amended as follows:

1. Section 5. B. of the agreement is amended in its entirety to read: "The County agrees to pay the Contractor the annual not-to-exceed sum of \$4,550,000.00, for Services completed and accepted as provided in Section 15 herein, if applicable, payable as specified in Exhibit C.

2. Exhibit C PAYMENT SCHEDULE of the agreement is amended in its entirety to read: "Upon submittal of an invoice and subject to the annual not-to-exceed compensation amount of \$4,550,000.00, the County shall pay the Contractor the monthly rate of \$5,800.00 per month for Services set out in Section A of Exhibit A, the hourly rate of \$130.00 per hour for the Services set out in Section B of Exhibit A, and the hourly rate \$130.00 per hour for the Services set out in Section C of Exhibit A."

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 Second Amendment as of the day and year first written above.

PINELLAS COUNTY, FLORIDA  
by and through its  
Board of County Commissioners

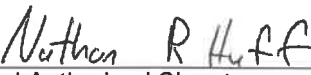
\_\_\_\_\_  
Chairman

ATTEST:  
KEN BURKE

\_\_\_\_\_  
Deputy Clerk


CONTRACTOR:

  
\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Printed Authorized Signature

  
\_\_\_\_\_  
Title Authorized Signature

APPROVED AS TO FORM

By:   
\_\_\_\_\_  
Office of the County Attorney