

THIRD AMENDMENT

This Amendment made and entered into this _____ day of _____, 2020, 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," (individually referred to as "Party", collectively "Parties").

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 increased digital media marketing by Contractor, for the annual not-to-exceed sum of \$5,550,000.00, 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 \$5,550,000.00, 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 \$5,550,000,00, 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 Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment 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 Third 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

DAVID BURGESS

Printed Authorized Signature

PRESIDENT + CEO

Title Authorized Signature

APPROVED AS TO FORM



JACINA HASTON
OFFICE OF THE COUNTY ATTORNEY