

**THIRD AMENDMENT
TO AGREEMENT**

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into as of this _____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

ALCALDE & FAY, LTD. INC
(hereinafter referred to as "ALC"),
whose principal place of business is
2111 Wilson Boulevard, 8th Floor
Arlington, Virginia 22201

WHEREAS, SBBC and ALC entered into an Agreement on December 2, 2013 (hereinafter referred to as Agreement), under RFP 14-037V, Federal and State Lobbying Services for the purpose of providing federal and state lobbying services for SBBC; and

WHEREAS, under RFP 14-037V, regarding Federal and State Lobbying Services, the contract term is from December 2, 2013 and continuing through June 30, 2014; and may be extended for two (2) additional one year periods and, if needed, 180 days beyond the expiration date of the renewal period.

WHEREAS, on June 24, 2014, SBBC exercised its first of two (2) options to renew the Agreement for a period of one additional year from July 1, 2014 through June 30, 2015.

WHEREAS, on June 23, 2015, SBBC exercised its second of two (2) options to renew the Agreement for a period of one (1) additional year.

WHEREAS, SBBC wishes to exercise the extension of 180 days beyond the expiration date of the renewal period.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**: The December 2, 2013 Agreement regarding Federal and State Lobbying Services for the purpose of providing lobbying services for SBBC is hereby extended for 180 days past the renewal period beginning **July 1, 2016** through **December 31, 2016** unless terminated earlier pursuant to Section 3.05 of the Agreement.

Priority of Documents. In the event of a conflict between documents, the following priority of documents shall govern:

- First: This Third Amendment to Agreement, then
- Second: Second Amendment to Agreement, then
- Third: First Amendment to Agreement, then
- Fourth: Agreement, then
- Fifth: Addendum No. 3, then
- Sixth: Addendum No. 2, then
- Seventh: Addendum No. 1, then
- Eighth: RFP 14-037V – Federal and State Lobbying Services
- Ninth: Proposal submitted in response to the RFP by ALC

4. **Cost of Services.** SBBC shall pay ALC for services rendered under this Third Amendment to Agreement at a monthly retainer of \$5,000 (\$5,000 x 6 months = \$30,000). This monthly retainer fee is inclusive of all out-of-pocket expenses for services such as telephone tolls, copying, messenger services, parking, transportation, and postage. Any expenses for travel outside of the Washington metropolitan area would be additional and undertaken only at the School Board's request and direction based on the actual expenses and no administrative overhead applied. Travel expenses must follow School Board Policy 3400, Per Diem and Traveling Expenses.

5. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement, First Amendment to Agreement and Second Amendment to Agreement remain in full force and effect.

6. **Subcontractors.** In the event ALC sub-contracts any of the services performed under this Agreement, SBBC retains the right to approve the sub-contractor prior to the initiation of services. ALC stipulates that it will ensure that any conflict of interest arising with regard to any other client of sub-contractor will be resolved in favor of SBBC in the performance of ALC's local, state and federal responsibilities under this contract.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Third Amendment to Agreement on the date first written above.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

FOR ALC

(Corporate Seal)

ALCALDE & FAY, LTD.

ATTEST:

By *Nancy Prowitt*

_____, Secretary

[Signature]
-or-
Witness

[Signature]
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Virginia

COUNTY OF Arlington

The foregoing instrument was acknowledged before me this 8th day of June, 20 16 by Nancy Prowitt of

Alcalde & Fay, on behalf of the corporation/agency.
Name of Person
Name of Corporation or Agency

He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. Type of Identification

My Commission Expires:

[Signature]
Signature - Notary Public

(SEAL)



Trace Roller
Printed Name of Notary

7560626
Notary's Commission No.

**THIRD AMENDMENT
TO AGREEMENT**

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into as of this
_____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

COLODNY FASS, P.A.
(hereinafter referred to as "COLODNY"),
whose principal place of business is
1401 NW 136th Avenue, Suite 200
Sunrise, Florida 33323

WHEREAS, SBBC and COLODNY entered into an Agreement on December 2, 2013
(hereinafter referred to as Agreement), under RFP 14-037V, Federal and State Lobbying
~~Services for the purpose of providing federal and state lobbying services for SBBC; and~~

WHEREAS, under RFP 14-037V, regarding Federal and State Lobbying Services, the
contract term is from the date of award and continuing through June 30, 2014; and may be
extended for two (2) additional one year periods and, if needed, 180 days beyond the expiration
date of the renewal period.

WHEREAS, on June 24, 2014, SBBC exercised its first of two (2) options to renew the
Agreement for a period of one additional year from July 1, 2014 through June 30, 2015.

WHEREAS, on June 23, 2015, SBBC exercised its second of two (2) options to renew
the Agreement for a period of one additional year from July 1, 2015 through June 30, 2016.

WHEREAS, the Parties mutually desire to extend this Agreement for 180 days.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants
contained herein and other good and valuable consideration, the receipt and sufficiency of which
is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct
and that such recitals are incorporated herein by reference.

2. **Term of Agreement.** The June 23, 2015 Agreement regarding Federal and State
Lobbying Services for the purpose of providing state lobbying services for SBBC is hereby
extended for 180 days beginning **July 1, 2016** through **December 31, 2016** unless terminated
earlier pursuant to Section 3.05 of the Agreement.

3. **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern:

- First: This Third Amendment to Agreement, then
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- Fourth: Agreement, then
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- Sixth: Addendum No. 2, then
- Seventh: Addendum No. 1, then
- Eighth: RFP 14-037V – Federal and State Lobbying Services
- Ninth: Proposal submitted in response to the RFP by ALC

4. **Cost of Services.** SBBC shall pay COLODNY for services rendered under this Third Amendment to Agreement at a monthly retainer of \$6,000 (\$6,000 x 6 months = \$36,000). This monthly retainer fee is inclusive of out-of-pocket expenses for services such as telephone tolls, copying, messenger services, parking, transportation, and postage. Any expenses for travel outside of the Washington metropolitan area would be additional and undertaken only at the School Board's request and direction based on the actual expenses and no administrative overhead applied. Travel expenses must follow School Board Policy 3400, Per Diem and Traveling Expenses.

5. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement, First Amendment to Agreement and Second Amendment to Agreement remain in full force and effect.

6. **Subcontractors.** In the event COLODNY sub-contracts any of the services performed under this Agreement, SBBC retains the right to approve the sub-contractor prior to the initiation of services. COLODNY stipulates that it will ensure that any conflict of interest arising with regard to any other client of sub-contractor will be resolved in favor of SBBC in the performance of COLODNY's local, state and federal responsibilities under this contract.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Third Amendment to Agreement on the date first written above.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

FOR COLODNY

(Corporate Seal)

COLODNY FASS, P.A.

ATTEST:

By *[Signature]*
Mike Colodny
MANAGING PARTNER

_____, Secretary

-or-

[Signature]
Witness PAT MCNAB
[Signature]
Witness SHAWN A. Gilbert

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FLORIDA

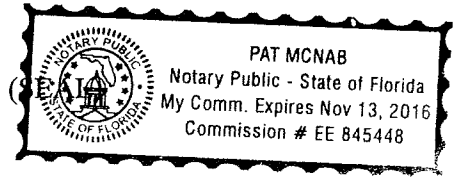
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 8th day of JUNE, 2016 by Mike Colodny, MANAGING PARTNER of Colodny FASS, P.A., on behalf of the corporation/agency.
Name of Person
Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

[Signature]
Signature - Notary Public
PAT MCNAB
Printed Name of Notary



Notary's Commission No.

**THIRD AMENDMENT
TO AGREEMENT**

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into as of this _____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

BECKER & POLIAKOFF, P.A.
(hereinafter referred to as "BECKER"),
whose principal place of business is
3111 Stirling Road
Fort Lauderdale, Florida 33312

WHEREAS, SBBC and BECKER entered into an Agreement on December 2, 2013 (hereinafter referred to as Agreement), under RFP 14-037V, Federal and State Lobbying Services for the purpose of providing federal and state lobbying services for SBBC; and

WHEREAS, under RFP 14-037V, regarding Federal and State Lobbying Services, the contract term is from the date of award and continuing through June 30, 2014; and may be extended for two (2) additional one year periods and, if needed, 180 days beyond the expiration date of the renewal period.

WHEREAS, on June 24, 2014, SBBC exercised its first of two (2) options to renew the Agreement for a period of one additional year from July 1, 2014 through June 30, 2015.

WHEREAS, on June 23, 2015, SBBC exercised its second of two (2) options to renew the Agreement for a period of one additional year from July 1, 2015 through June 30, 2016.

WHEREAS, the Parties mutually desire to extend this Agreement for 180 days.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement.** The June 23, 2015 Agreement regarding Federal and State Lobbying Services for the purpose of providing state lobbying services for SBBC is hereby extended for 180 days beginning **July 1, 2016** through **December 31, 2016** unless terminated earlier pursuant to Section 3.05 of the Agreement.

3. **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern:

- First: This Third Amendment to Agreement, then
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- Sixth: Addendum No. 2, then
- Seventh: Addendum No. 1, then
- Eighth: RFP 14-037V – Federal and State Lobbying Services
- Ninth: Proposal submitted in response to the RFP by BECKER

4. **Cost of Services.** SBBC shall pay BECKER for services rendered under this Third Amendment to Agreement at a monthly retainer of \$6,000 (\$6,000 x 6 months = \$36,000). This monthly retainer fee is inclusive of out-of-pocket expenses for services such as telephone tolls, copying, messenger services, parking, transportation, and postage. Any expenses for travel outside of the Washington metropolitan area would be additional and undertaken only at the School Board's request and direction based on the actual expenses and no administrative overhead applied. Travel expenses must follow School Board Policy 3400, Per Diem and Traveling Expenses.

5. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement, First Amendment to Agreement and Second Amendment to Agreement remain in full force and effect.

6. **Subcontractors.** In the event BECKER sub-contracts any of the services performed under this Agreement, SBBC retains the right to approve the sub-contractor prior to the initiation of services. BECKER stipulates that it will ensure that any conflict of interest arising with regard to any other client of sub-contractor will be resolved in favor of SBBC in the performance of BECKER's local, state and federal responsibilities under this contract.

5. **Authority.** Each person signing this First Amendment to Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement

IN WITNESS WHEREOF, the Parties hereto have made and executed this Third Amendment to Agreement on the date first written above.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School District of
Broward County, Florida, ou=The Office of the General
Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.06.10 14:49:19 -04'00'

Office of the General Counsel

FOR BECKER

(Corporate Seal)

BECKER & POLIAKOFF, P.A.

ATTEST:

By *Yolande Cash*
FOR THE FIRM

_____, Secretary

-or-

Colleen LaPlant
Witness

Merilee A. Borno
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 10 day of June, 2016 by Yolande Cash Jackson of Becker & Poliakoff, P.A. on behalf of the corporation/agency.

He/She is personally known to me or produced identification and did/did not first take an oath. _____ as _____ Type of Identification

My Commission Expires:

Colleen LaPlant
Signature - Notary Public

Colleen LaPlant
Printed Name of Notary

Notary's Commission No.

(SEAL)

