

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this _____ day of _____, 2014, 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, TALENFELD, KARLINSKY, ABATE & WEBB, P.A.

(hereinafter referred to as "COLODNY"),
whose principal place of business is
100 S.E. 3rd Avenue, 23rd Floor
Fort Lauderdale, Florida 33394

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, the Parties mutually desire to further amend certain provisions of this Agreement.

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. **Amend Provisions.** Section 2.01 of the Agreement is hereby amended as follows:

Term of Agreement. The term of this Agreement will be renewed from **July 1, 2014** through **June 30, 2015**, unless terminated earlier pursuant to Section 3.04 of this Agreement. The term of this Agreement may be extended for two additional one-year periods, and, if needed, 180 days beyond the expiration date of the final renewal period. Supply Management & Logistics Department will, if considering renewing, request a letter to renew from COLODNY, prior to the end of the contract period. Any renewal period shall be approved by an Amendment to this Agreement.

3. Section 2.02 of the Agreement is hereby amended as follows:

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

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

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

6. **Survival.** All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

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

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Patricia Good, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

FOR COLODNY

(Corporate Seal)

COLODNY, FASS, TALENFELD,
KARLINSKY, ABATE & WEBB, P.A.

ATTEST:

By Mike Colodny

_____, Secretary

-or-
Mike Colodny
Witness

Joan Bonanno
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

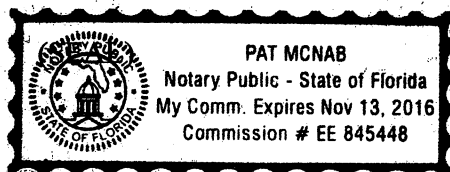
The foregoing instrument was acknowledged before me this 4 day of
June, 2014 by Mike Colodny of
Colodny, Fass, Talenfeld, Karlinsky, Abate & Webb, P.A. Name of Person
Karlinsky, Abate & Webb, P.A. Name of Corporation or Agency, on behalf of the corporation/agency.

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:

Pat M McNab
Signature - Notary Public

PAT M McNab
Printed Name of Notary



Notary's Commission No.

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(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

(hereinafter referred to as "ALC"),
whose principal place of business is
2111 Wilson Boulevard, 8th Floor
Arlington, VA 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, the Parties mutually desire to further amend certain provisions of this Agreement.

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Seventh:	Proposal submitted in response to the RFP by ALC

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FOR SBBC

(Corporate Seal)

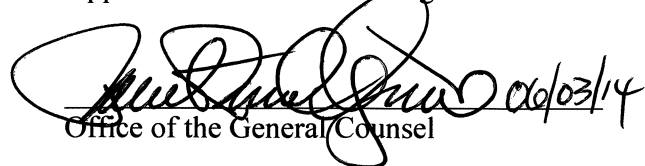
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Patricia Good, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel 02/03/14

FOR ALC

(Corporate Seal)

ALCADLE & FAY, LTD.

ATTEST:

By Danielle McBeth
Danielle McBeth, Partner

_____, Secretary

-or-
Susan McBeth
Witness

H. Glenn
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 20th day of May, 20 14 by Danielle McBeth of

Alcalde & Fay, on behalf of the corporation/agency.

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:

Trace Roller
Signature – Notary Public



Trace Roller
Printed Name of Notary

7560626
Notary's Commission No.

FIRST AMENDMENT TO AGREEMENT

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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, the Parties mutually desire to further amend certain provisions of this Agreement.

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:

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Fifth: Addendum No. 1, then
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Services
Seventh: Proposal submitted in response to the RFP by
BECKER

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

6. **Survival.** All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

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

FOR SBBC

(Corporate Seal)

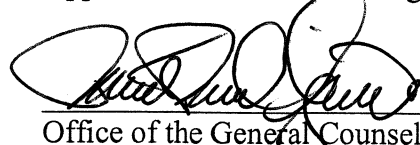
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Patricia Good, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 06/04/14

Office of the General Counsel

FOR BECKER

(Corporate Seal)

BECKER & POLIAKOFF, P.A.

ATTEST:

By Yolanda Cesh Jackson

_____, Secretary

-or-

Colleen LaPlant
Witness

Resene H. Borne
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 29 day of May, 2014 by Yolanda Cesh Jackson of _____
Name of Person

Becker + Poliakoff, PA, on behalf of the corporation/agency.
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:

Colleen LaPlant
Signature – Notary Public

(SEAL)

Colleen LaPlant
Printed Name of Notary

Notary's Commission No.



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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

MCKEE COMMUNICATIONS, INC.

(hereinafter referred to as "MCKEE"),

whose principal place of business is

11555 Heron Bay Boulevard, Suite 200

Coral Springs, Florida 33076

WHEREAS, SBBC and MCKEE 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, the Parties mutually desire to further amend certain provisions of this Agreement.

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:

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Fifth:	Addendum No. 1, then
Sixth:	RFP 14-037V – Federal and State Lobbying Services
Seventh:	Proposal submitted in response to the RFP by MCKEE

4. Section 2.04 of the Agreement is hereby amended as follows:

Cost of Services. SBBC shall pay MCKEE for services rendered under this Agreement at a monthly retainer of \$3,333 (\$3,333 x 6 months = \$19,998) for six months commencing from **July 1, 2014** and conclude on **December 31, 2014**. If SBBC decides to renew this Agreement for another six months, from January 1, 2015 through June 30, 2015, the monthly retainer shall be \$3,333 (\$3,333 x 6 months = \$19,998). The monthly retainer fee shall be inclusive of general travel, operating and any out-of-pocket expenses borne by MCKEE performing services under this Agreement. SBBC will reimburse MCKEE for travel expenses, meals and lodging incurred by MCKEE in its representation of SBBC at “special” legislative sessions called by the Governor or the Legislature with the approval of the Superintendent or designee. 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 remain in full force and effect.

6. **Survival.** All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

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

FOR SBBC

(Corporate Seal)

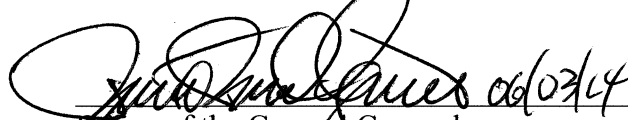
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Patricia Good, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

FOR MCKEE

(Corporate Seal)

MCKEE COMMUNICATIONS, INC.

ATTEST:

_____, Secretary

By _____

-or-

Witness

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 30th day of May, 2014 by Clarence V. McKee of McKee Communications, Inc. on behalf of the corporation/agency. Florida
Name of Person
Name of Corporation or Agency
☒ He/She is personally known to me or produced DL M20011842460 as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

Signature - Notary Public

(SEAL)

Printed Name


Notary's Commission No.