

FIRST AMENDMENT TO AGREEMENT

between

BROWARD COUNTY

and

LEWIS, LONGMAN & WALKER, P.A.

for

LEGAL SERVICES RELATING TO
PROPOSED AIRPORT RUNWAY EXPANSION
AND OTHER AIRPORT PROJECTS
AND LEGAL SERVICES

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LEGAL SERVICES RELATING TO
PROPOSED AIRPORT RUNWAY EXPANSION
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AND LEGAL SERVICES

This is the First Amendment to Agreement made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

and

LEWIS, LONGMAN & WALKER, P.A. (hereinafter referred to as "COUNSEL").

WHEREAS, COUNTY and COUNSEL entered into an agreement dated December 9, 2008, for legal representation in connection with Broward County's proposed airport runway expansion and associated proceedings, including land use litigation, permitting, development orders, agreements with governmental bodies, and other federal, state and local agency regulatory requirements and legal and administrative proceedings ("Agreement"); and

WHEREAS, COUNTY and COUNSEL desire to add Four Hundred Twenty Seven Thousand Seven Hundred Twenty-Five Dollars (\$427,725) to the Agreement, for a total maximum amount of Five Hundred Twenty Seven Thousand Seven Hundred Twenty-Five Dollars (\$527,725); NOW, THEREFORE,

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the parties agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. ARTICLE 2, "Compensation; Method of Payment," is amended as follows:

- 2.1 Compensation shall be paid to COUNSEL in accordance with the terms set forth in Revised Exhibit A, attached hereto and made a part hereof. Requirements for reimbursable expenses are set forth in Exhibit B, attached hereto and made a part hereof. Expenses other than auto expenses must be documented by copies of paid receipts or other evidence of payment. The Certificate contained in Exhibit B must be included with every invoice submitted for payment.
3. Except as otherwise provided in this Amendment all other terms and conditions of the Agreement between the Parties shall remain in full force and effect.

[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2010, and COUNSEL, signing by and through _____, duly authorized to execute same.

COUNTY:

ATTEST:

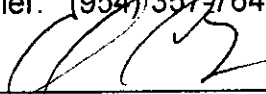
BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of Broward
County, Florida

By _____
Mayor

____ day of _____, 2010.

Approved as to form by
Office of County Attorney
Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

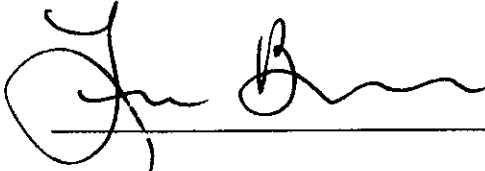
By 
Christine C. Lee
Senior Assistant County Attorney

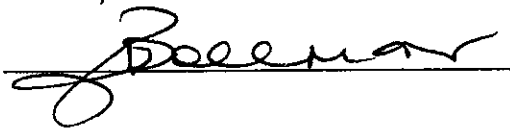
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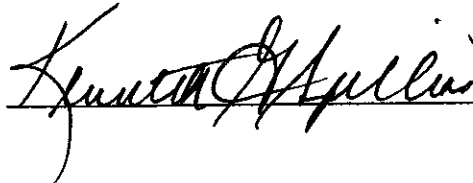
COUNSEL:

WITNESSES:

LEWIS, LONGMAN & WALKER, P.A.





By 

9th day of August, 2010.

CCL:slw
8/2/10
CCLoutsidecounselLongman.docx

REVISED EXHIBIT A

EXHIBIT A COMPENSATION AND STAFFING

COUNTY agrees to compensate COUNSEL under this Agreement in the amount and manner set forth below for the term of this Agreement. COUNSEL shall advise COUNTY in writing of professionals assigned to provide services. COUNTY reserves the right to request the addition or deletion of a professional for any given assignment.

1. For professional services rendered to the COUNTY, COUNSEL's fee shall be based on the hourly rate as follows:

First, Second and Third Contract Year:

\$225 – Partners

\$185 – Associates

\$ 90 – Paralegal Assistants

Optional Fourth and Fifth Contract Year:

\$250 – Partners

\$205 – Associates

\$100 – Paralegal Assistants

COUNSEL's fee for the term of this Agreement shall not exceed ~~\$100,000.00~~ \$527,725.00, without the approval of the Board of County Commissioners. (Where appropriate a "not to exceed" sum shall be agreed to when an assignment is made to COUNSEL, which shall be set forth in writing and signed by the Office of County Attorney and COUNSEL.)

2. In addition to the charges for professional fees set forth in subsection 1 above, COUNTY shall reimburse COUNSEL for out-of-pocket expenses reasonably incurred in the course of rendering such legal services, including costs of long distance calls, printing, costs of reproduction, discovery and court transcript fees, filing fees and necessary travel expenses incurred in accordance with the requirements of Chapter 112, F.S. COUNSEL shall not charge for travel of attorneys between its offices so that it can provide the best available and most appropriate lawyer in any of its office locations for the issues involved.
3. COUNSEL shall submit invoices on a monthly basis for the payment of out-of-pocket expenses. Each invoice shall include a signed certificate listing all costs, expenses, vouchers, invoices and other documentary evidence that will describe in reasonable detail the basis for expenditures for which reimbursement is sought as set forth in **Exhibit B** to this Agreement, as amended.
4. In the event that COUNSEL is required or requested to perform any additional or extraordinary services not herein contemplated, COUNSEL shall be entitled to apply for additional compensation, the amount of which shall be subject to the approval of COUNTY and no such additional compensation in excess of the amount herein stated shall be paid unless specifically authorized in advance by COUNTY, in its sole discretion.

EXHIBIT B

REQUIREMENTS FOR REIMBURSABLE EXPENSES

The following represents Broward County's payment requirements for legal costs.

- < Your federal employee identification number must be on all invoices submitted.
- < No service, interest, or other charge of like nature is to be imposed with regard to any item, invoice, or request. Firms doing business with Broward County must be registered vendors with Broward County. Vendor registration is available on-line through the County's Internet site, <http://www.broward.org/purchasing/vendorregistration.htm>. Broward County Sales Tax Exempt Number is 85-8013924140C-7. Broward County's Federal Tax Exemption number is 59-6000531.
- < Services rendered must be specifically and concisely identified.
- < Names of persons performing services, hourly rates and dates must be listed.
- < Reimbursable expense must be verified by attached receipts or copies thereof. (RECEIPTS REQUIRED IF COSTS OVER \$5.00)
- < Claims for mileage and meals cannot exceed statutory allowance as provided for under Section 112.061, F.S. Meals and mileage cannot be charged unless the professional has traveled outside the Tri-County area.
- < Claims for lodging at single rate (actual cost) must be substantiated by paid bill or charge.
- < Car rentals required for necessary travel should include compact or standard-size vehicles only.
- < Common carrier travel shall be reimbursable at tourist or coach class fares only.
- < Accounting Division requires **original** receipts, or copies of receipts which have been individually certified to be true copies of the originals. In addition, each invoice must be accompanied by the Certificate contained in **Exhibit B**. The Certification form must be signed by the certifying person and a description provided of the items which are certified.
- < Faxes shall not be reimbursed.
- < Legal Research costs (Lexis/Nexus, Westlaw, etc.) shall not be reimbursed.

EXHIBIT B (continued)

CERTIFICATE

IT IS HEREBY CERTIFIED that:

1. _____ has been duly designated as special counsel to render legal services or provider of services for and on behalf of Broward County;
2. Each of the documents hereinafter identified and attached is a true and correct copy of the original record;
3. Expenditure(s) enumerated represent costs necessarily incurred during the course of official business for which payment has not been received and for which documentation is not available or reasonably retrievable;
4. Claims are in compliance with the applicable statutes and administrative orders, and with the express provision that all other parties are barred from entitlement to any part of these costs.

RE: Invoice No: _____, Dated _____
Period Covered: _____, Amount _____

IN-HOUSE CHARGES:

Photocopies: _____ copies @ \$ _____/each \$ _____
(Maximum allowable charge is \$.25 per copy)

Mileage: _____ miles \$ _____

OTHER (Copies of invoices required):

Long Distance Calls \$ _____

Other: \$ _____

TOTAL: \$ _____

FOR THE FIRM

Signed: _____

Print Name: _____

Title: _____

Date: _____