



**FIRST AMENDMENT**

**TO**

**AGREEMENT**

**Between**

**BROWARD COUNTY**

**And**

**THE FERGUSON GROUP, LLC**

**Providing for**

**FEDERAL WASHINGTON LOBBYIST SERVICES**

FIRST AMENDMENT

TO

AGREEMENT

Between

BROWARD COUNTY

And

THE FERGUSON GROUP, LLC

Providing for

FEDERAL WASHINGTON LOBBYIST SERVICES

This is a 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

THE FERGUSON GROUP, LLC, hereinafter referred to as "LOBBYIST."

WHEREAS, COUNTY and LOBBYIST entered into an Agreement dated August 17, 2004, providing for LOBBYIST to provide Washington Lobbyist Services; and

WHEREAS, COUNTY exercised its two, 2-year options to renew the Agreement with LOBBYIST in 2006 and 2008, respectively; and

WHEREAS, the Agreement, as last extended, will expire on September 30, 2010, or upon the adjournment of the 111<sup>th</sup> Congress, whichever is later, and COUNTY is evaluating its federal lobbying program; and

WHEREAS, COUNTY desires and LOBBYIST has agreed to amend Article 3 of said Agreement to continue their present contractual relationship on a month-to-month basis during COUNTY's evaluation process, including any period necessary to procure one or more federal lobbying firms to represent the COUNTY's interests before the federal government, and to make certain corrections; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, and covenants, hereinafter set forth, COUNTY and LOBBYIST agree as follows:

1. The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
2. ARTICLE 3, "TERM AND TIME OF PERFORMANCE," is amended to read as follows:

### ARTICLE 3

#### TERM AND TIME OF PERFORMANCE

- 3.1 This Agreement shall take effect on October 1, 2010, upon the last date executed by the parties, and shall remain in effect from month to month until terminated upon thirty (30) days' written notice, or as otherwise provided in Article 11 September 30, 2006 or the end of the 109<sup>th</sup> Congress, whichever is later; provided, however, if the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes.
- ~~3.2 COUNTY shall have the option to renew this Agreement for two (2) additional two (2) year periods. COUNTY shall provide written notice to LOBBYIST of its intent to exercise its renewal option thirty (30) days prior to the expiration of the initial or applicable renewal term. LOBBYIST and COUNTY agree that no increase in the compensation amount reflected in Section 4.1 of this Agreement shall occur during the initial term specified in this article. However, the parties agree that if this Agreement is renewed for an additional two (2) year term, compensation of LOBBYIST may be revisited at the request of LOBBYIST.~~
- ~~3.23 All duties, obligations, and responsibilities of LOBBYIST SECOND PARTY required by this Agreement shall be completed no later than the date COUNTY sets forth in the notice provided to LOBBYIST pursuant to Section 3.1 or Article 11 September 30, 2006 or the end of the 109<sup>th</sup> Congress, whichever is later. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.~~
3. Section 4.1 of Article 4, "COMPENSATION," is amended to reads as follows:
  - 4.1 COUNTY agrees to compensate LOBBYIST for services performed pursuant to this Agreement the amount of Twenty-Three Thousand Three

Hundred Seventy-Six and 00/100 Dollars (\$23,376.00) per month in accordance with Section 3.1 through September 30, 2006, or the end of the 109<sup>th</sup> Congress, whichever is later; provided that all compensation provided under this Agreement shall be for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by LOBBYIST as full compensation for all such work. Any partial month shall be paid on a pro rata basis. The rate includes all expenses including, but not limited to, the following: all fringe benefits; overhead costs; profits; secretarial costs; daily office expenses; courier expenses, including overnight deliveries; transportation, lodging, meals, and other economically reasonable and appropriate out-of-pocket travel expenses incurred in the performance of services under this Agreement; and other direct non-salary expenses. No amount shall be paid to LOBBYIST to reimburse its expenses.

4. ARTICLE 9, NOTICE, as applicable to COUNTY, is hereby deleted in its entirety and a new provision is substituted to read as follows:

FOR COUNTY: Gretchen M. Harkins, J.D., Director  
Office of Intergovernmental Affairs  
and Professional Standards  
Broward County Governmental Center  
115 S. Andrews Avenue, Room 427  
Fort Lauderdale, Florida 33301

5. Any reference in the original Agreement to the "Office of Public and Governmental Relations," means the Office of Intergovernmental Affairs and Professional Standards; any reference to "Assistant to the County Administrator" or "Director of Public and Governmental Affairs" means the Director of the Office of Intergovernmental Affairs and Professional Standards; and the term "SECOND PARTY" is replaced with "LOBBYIST" wherever the former term appears.
6. In Article 13, Section 13.2 is removed and present Sections 13.3, 13.4 and 13.5 are renumbered as Sections 13.2, 13.3, and 13.4, respectively.
7. Except as provided for in this First Amendment to Agreement, all terms and conditions in the original Agreement not inconsistent herewith shall remain in force and effect.
8. Multiple copies of this First Amendment to Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action this \_\_\_\_ day of \_\_\_\_\_, 2010, and THE FERGUSON GROUP, LLC, signing by and through its Chief Executive Officer, duly authorized to execute same.

**COUNTY**

WITNESSES:

BROWARD COUNTY, through its  
BOARD of COUNTY COMMISSIONERS

\_\_\_\_\_  
Signature

By \_\_\_\_\_

Bertha Henry  
County Administrator

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Signature

Approved as to form by  
Office of the County Attorney  
for 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

\_\_\_\_\_  
Print/Type Name

By \_\_\_\_\_

Patrice M. Eichen (Date)  
Assistant County Attorney

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE FERGUSON GROUP, LLC, FOR FEDERAL LOBBYIST SERVICES

**LOBBYIST**

WITNESSES

THE FERGUSON GROUP, LLC

By \_\_\_\_\_

By \_\_\_\_\_  
William Ferguson, Jr., CEO

\_\_\_\_\_  
Print/Type Name

\_\_\_\_ day of \_\_\_\_\_, 2010.

By \_\_\_\_\_

\_\_\_\_\_  
Print/Type Name