



**FOURTH AMENDMENT**

**TO**

**AGREEMENT**

**Between**

**BROWARD COUNTY**

**and**

**WOODIE WOODWARD D/B/A WOODWARD & ASSOCIATES**

**for**

**FEDERAL LOBBYIST SERVICES**

**for**

**BROWARD COUNTY AVIATION  
PROGRAMS AND PROJECTS**

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**for**

**BROWARD COUNTY AVIATION  
PROGRAMS AND PROJECTS**

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

**AND**

WOODIE WOODWARD d/b/a WOODWARD & ASSOCIATES, hereinafter referred to as "WOODWARD," collectively referred to as the "Parties."

**WITNESSETH:**

WHEREAS, the Parties entered into an Agreement dated February 22, 2011, ("Agreement") for WOODWARD to provide federal lobbyist services relating to COUNTY's Aviation Programs and Projects; and

WHEREAS, on February 14, 2012, the Parties entered into a First Amendment to the Agreement extending the term for one-year; and

WHEREAS, on February 23, 2013, the Parties entered into a Second Amendment to the Agreement extending the term for one year; and

WHEREAS, on February 23, 2014, the Parties entered into a Third Amendment to the Agreement extending the term for an additional year; and

WHEREAS, COUNTY desires to renew the Agreement for an additional one-year period and update the scope of services; NOW, THEREFORE,

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

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

ARTICLE 2  
TERM

- ~~2.1~~ This Agreement shall take effect upon the last date executed by the parties or such other date specified in an amendment to the Agreement, and shall remain in effect until February 23, ~~2015~~ 2016; 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. ARTICLE 3, SCOPE OF SERVICES, is hereby amended to read as follows:
  - 3.1 WOODWARD will work with COUNTY, COUNTY's federal lobbying firms ~~Washington, D.C. Lobbyist, The Ferguson Group (TFG), LLC~~, the Federal Aviation Administration (FAA), and other federal agencies and stakeholders regarding matters that relate to, or impact, COUNTY's aviation programs and projects including, but not limited to, security, Federal Inspection Services, capital improvements, development of innovative approaches to the use of federal resources, and the matters specifically identified in Section 3.2 herein.
  - 3.2 WOODWARD will work with COUNTY, including with the County Administrator, Aviation Director, and the Contract Administrator, regarding the following specific matters:
    - 3.2.1 Provide assistance and advice to COUNTY, in coordinating with the FAA, disbursement and management of the runway Letter of Intent (LOI) for the construction of COUNTY's South Runway Project and other related projects.

- 3.2.2 Provide assistance and advice to COUNTY with identifying and obtaining additional federal funding for the ~~South Runway Project and other related~~ airport projects.
- ~~3.2.3 Provide assistance and advice to COUNTY with the development and completion of Navigation Aids and FAA support facilities for the South Runway Project.~~
- 3.2.3 Provide assistance and advice to COUNTY with the development of a response to, including a project list, any airport funding opportunities resulting from any economic stimulus or other transportation related legislation for airports approved by Congress.
- 3.2.4 In coordination with the COUNTY's federal lobbying firms, TFG, review, comment on, and consult with COUNTY regarding FAA Reauthorization legislation before Congress and assess ~~access~~ impacts to COUNTY's airports, including any documentation COUNTY is submitting to Congress, the Administration, and applicable federal agencies in response thereto.
- 3.2.5 Provide assistance and advice to COUNTY in support of its application to the United States Treasury Department seeking Cuba Port of Entry status.
- 3.2.6 In coordination with the COUNTY's federal lobbying firms, TFG, provide assistance and advice to COUNTY concerning Customs and Border Protection staffing and funding.
- 3.2.7 Provide assistance and advice with grants and other funding initiatives available for airports through the FAA, Transportation Security Administration and other applicable federal agencies.
- 3.2.8 Confer with the County Administrator, Aviation Director, Contract Administrator and other COUNTY officials and staff ~~personnel~~, as designated by any of the previously noted individuals, regarding organizational planning and aviation program activity which may have an impact on COUNTY's ability to make the best use of federal aviation programs and resources.
- 3.2.9 Develop and maintain contacts with the FAA and other applicable federal agencies to maximize the success of COUNTY's aviation-related federal activities.
- 3.2.10 Provide such other services and representations as are typically performed or provided by governmental lobbyists, as designated by the Contract Administrator, including, but not limited to: 1)

Participation in regularly scheduled conference calls with the Aviation Director and/or Contract Administrator concerning the progress of matters assigned to WOODWARD; 2) Coordination of meetings for COUNTY officials and staff with federal government officials and staff; 3) Participation in associations or coalitions with similar objectives as COUNTY; or 4) Coordinating activities with lobbying representatives of other public or private entities where issues of common interest exist and such coordinated lobbying efforts will clearly benefit COUNTY's aviation programs and projects.

3.3 WOODWARD shall submit written reports regarding the activities of WOODWARD and progress as to matters assigned under this Agreement, as requested, and in such form required, by the Contract Administrator, and as required with the submission of payment invoices as described in subsection 4.4.1.

5. Except as provided for in this Fourth Amendment, all terms and conditions in the Agreement not inconsistent herewith shall remain in force and effect.
6. This Fourth Amendment shall be effective on February 23, 2015.
7. Multiple copies of this Fourth Amendment may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

-Remainder of page intentionally left blank-

IN WITNESS WHEREOF, the Parties hereto have made and executed this Fourth Amendment to Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing through the County Administrator, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2015 and WOODIE WOODWARD D/B/A WOODWARD & ASSOCIATES, signing by and through its President, duly authorized to execute same.

**COUNTY**

WITNESSES:

BROWARD COUNTY, through the  
County Administrator

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Bertha Henry  
County Administrator

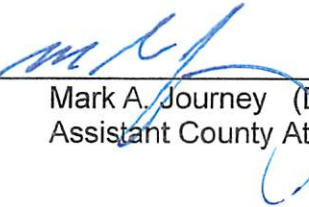
\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Signature

Approved as to form by  
Joni Armstrong Coffey  
Broward 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  2/3/2015  
Mark A. Journey (Date)  
Assistant County Attorney

FOURTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND  
WOODIE WOODWARD D/B/A WOODWARD & ASSOCIATES FOR FEDERAL  
LOBBYIST SERVICES FOR BROWARD COUNTY AVIATION PROGRAMS AND  
PROJECTS

WOODWARD

WITNESSES

WOODWARD & ASSOCIATES

Krys J. Bart  
Signature

By Woodie Woodward  
Woodie Woodward, President

KRYS T. BART  
Print/Type Name

1st day of February, 2015.

Richard M. Greiner  
Signature

MICHAEL R. LICCARDINO  
Print/Type Name