



**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CAPITAL CITY CONSULTING, LLC, FOR STATE LEGISLATIVE AND EXECUTIVE BRANCH REPRESENTATION SERVICES**

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Capital City Consulting, a limited liability company registered to transact business in the State of Florida ("Lobbyist") (collectively referred to as the "Parties").

**RECITALS**

- A. On January 1, 2022, the Parties entered into the Agreement for State Legislative and Executive Branch Representation Services (the "Agreement").
- B. The Agreement expires on September 30, 2022, with no available extensions or options.
- C. The Parties desire to amend the Agreement to extend the Initial Term and provide for annual extensions.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning provided in the Agreement.
2. Extension of Initial Term; Extension Terms. The end of the Initial Term as stated in Section 4.1 of the Agreement is extended through and including September 30, 2023. County may extend the Agreement for up to two (2) additional one (1) year terms (each an "Extension Term") on the same rates, terms, and conditions stated in the Agreement and this First Amendment by sending notice to Lobbyist at least thirty (30) days prior to the expiration of the then-current term. The County Administrator, Deputy County Administrator, or designee is authorized to exercise any Extension Term(s) and notice of same to Lobbyist solely by email shall be effective and sufficient. The creation of the additional Extension Terms as set forth in this First Amendment does not impact County's rights to exercise Short-Term Extensions in accordance with Section 4.2 of the Agreement.
3. Compensation During Renewal Term. County shall pay Lobbyist the Monthly Fee for Services of five thousand and 00/100 Dollars (\$5,000.00) per month (previously four thousand and 00/100 Dollars (\$4,000) per month) during the extended Initial Term and any Extension Terms described in Paragraph 2 above.

4. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Lobbyist acknowledges that through the date this First Amendment is executed by Lobbyist, Lobbyist has no claims or disputes against County with respect to any of the matters covered by the Agreement.

6. This First Amendment shall become effective on the date it is fully executed by the Parties.

7. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.


8. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

*(The remainder of this page is blank.)*

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY, through its BOARD OF COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 20<sup>th</sup> day of September, 2022, and Lobbyist, signing by and through its \_\_\_\_\_, duly authorized to execute same.

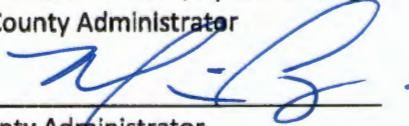
**BROWARD COUNTY**

WITNESS:

  
(Signature)

Ariel Walker  
(Print Name of Witness)

BROWARD COUNTY, by and through  
its County Administrator

By   
County Administrator

8<sup>th</sup> day of November, 2022

  
(Signature)

Kyle Bienkowski  
(Print Name of Witness)

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By  11-03-22  
Nathaniel A. Klitsberg (Date)  
Senior Assistant County Attorney

NAK  
First Amendment to Lobbying Contract  
09/26/22  
#613562v1



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LOBBYIST

WITNESSES:

Catherine Bertrand  
Signature

Catherine Bertrand  
Print Name of Witness

Dean M. Izzo  
Signature

Dean M. Izzo  
Print Name of Witness

By [Signature]  
Authorized Signor

Nick Iarossi, Owner  
Print Name and Title

3 day of October, 2022

ATTEST: [Signature]  
Corporate Secretary or authorized agent

