

**FIRST AMENDMENT TO AGREEMENT FOR
PROFESSIONAL FEDERAL LOBBYING SERVICES**

This **First Amendment to Agreement for Professional Federal Lobbying Services** is entered into on this _____ day of _____, 2008 by and between the **City Of Gainesville**, a municipal corporation of the State of Florida (hereinafter "City"), and Marilyn Berry Thompson, MWW Group, Inc., One Meadowlands Plaza, East Rutherford, New Jersey 07073 (hereinafter "Consultant").

WHEREAS, the parties previously entered into an Agreement for Professional Federal Lobbying Services dated September 27, 2007, hereinafter ("Agreement"), for the provision of federal lobbying and other related government liaison services; and

WHEREAS, Consultant, who was previously associated with the law firm of Jorden Burt, LLP has separated from Jorden Burt, LLP and will hereinafter be associated with the public relations agency MWW Group, Inc.; and

WHEREAS, Consultant agrees to continue to provide services to the City and the City would like to continue to associate with Consultant; and

WHEREAS, City and Consultant wish to amend the Agreement to reflect Consultant's employment by and association with MWW Group, Inc ;

NOW THEREFORE, for and in consideration of the mutual benefits contained herein, City and Consultant hereby agree as follows:

1. The Agreement for Professional Federal Lobbying Services is amended throughout the Agreement to reflect that Consultant is no longer associated with Jorden Burt, LLP but is now employed by MWW Group, Inc.

2. Paragraph IV is amended to read as follows:

"IV. PERSONAL SERVICES AGREEMENT. The duties and obligations undertaken by Marilyn Berry Thompson of MWW Group, Inc. pursuant to this Agreement are personal in nature and shall not be delegated or assigned. Should these duties and obligations be delegated or assigned to another employee of MWW Group, Inc , City shall be entitled to terminate this Agreement as provided in paragraph XA below."

3 Paragraph V. is amended to read as follows:

"V. CONFLICT OF INTEREST. Consultant is aware of the conflict of interest laws of the United States and of the State of Florida and agrees to fully comply in all respects with the terms of said laws and any amendments

thereto. Consultant hereby declares and certifies that to its knowledge, Consultant has no vested interest which might be considered a conflict of interest due to any other client, contract, or property interest. Consultant represents that it will not represent any client that is a named participant in litigation with the City without prior consent of the City.”

4. Paragraph IX. is amended to read as follows:

“**IX. NOTICE.** All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid to:

If to City:	City Manager P.O. Box 490, St 6 Gainesville, FL 32602	Copy to:	City Attorney P.O. Box 490, Sta. 46 Gainesville, FL 32602
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If to the Utility:	General Manager for Utilities P.O. Box 147117, Sta. A-134 Gainesville, FL 32614-7117
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Copy to:	Utilities Attorney P.O. Box 147117, Sta. A-138 Gainesville, FL 32614-7117
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If to Consultant:	Marilyn Berry Thompson MWW Group, Inc. One Meadowlands Plaza East Rutherford, NJ 07073
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or to such other address as the party shall have specified by notice in writing to the other.”

5. Paragraph XA is amended to read as follows:

“**X. TERMINATION**

A. TERMINATION FOR DELEGATION OR REASSIGNMENT OF DUTIES. This Agreement may be terminated by the City in the event that MWW Group, Inc delegates or assigns Marilyn Berry Thompson’s obligations regarding City to another employee in violation of paragraph IV upon thirty (30) days prior written notice provided to the Consultant. In the event of termination, Consultant will be compensated for services rendered up to and including the day of termination on a pro rata basis.”

Except as specifically set forth herein, all other terms and conditions of the Agreement for Professional Federal Lobbying Services shall remain unmodified and in full force and effect. In the event of any conflict between the terms of the Agreement and the terms of this First Amendment, the terms of this First Amendment shall control.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by persons duly authorized thereunto as of the day and year first above written.

WITNESSES:

CITY OF GAINESVILLE, FLORIDA

Russ Blackburn, City Manager

WITNESSES:

MARILYN BERRY THOMPSON

Print name: _____

WITNESSES:

**SETH ROSENSTEIN
CHIEF FINANCIAL OFFICER**

Print name: _____