

**AGREEMENT**

**Between**

**BROWARD COUNTY**

**and**

**STEINBERG & ASSOCIATES**

**Providing for**

**FEDERAL LOBBYIST SERVICES**

**for**

**BROWARD COUNTY STORM DAMAGE PREVENTION  
PROJECT**

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**Between**

**BROWARD COUNTY**

**and**

**STEINBERG & ASSOCIATES**

**Providing for**

**FEDERAL LOBBYIST SERVICES**

**for**

**BROWARD COUNTY STORM DAMAGE PREVENTION PROJECT**

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

**AND**

STEINBERG & ASSOCIATES, hereinafter referred to as "LOBBYIST."

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and LOBBYIST agree as follows:

**ARTICLE 1**  
**DEFINITIONS AND IDENTIFICATIONS**

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1 "LOBBYIST" means STEINBERG & ASSOCIATES.
- 1.2 "BOARD" or "COUNTY COMMISSION" means the Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.

- 1.3 "CONTRACT ADMINISTRATOR" means the Director of the Office of Public and Governmental Relations or any person designated by the Director. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the CONTRACT ADMINISTRATOR.
- 1.4 "COUNTY" means Broward County, a body corporate and politic, and a political subdivision of the state of Florida.
- 1.5 "PROJECT" means the Broward County Storm Damage Prevention Project.

ARTICLE 2  
TERM

This Agreement shall take effect upon the last date executed by the parties, and shall remain in effect until February 28, 2010. COUNTY shall have the option to renew this Agreement as necessary. 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.

ARTICLE 3  
SCOPE OF SERVICES

LOBBYIST will work with COUNTY, COUNTY's Washington, D.C., Lobbyist, The Ferguson Group, LLC, the United States Army Corps of Engineers' District, Division, and Washington Headquarters, the Office of the Assistant Secretary of the Army for Civil Works, and other stakeholders in the following PROJECT areas:

- 3.1 Assist in the acquisition of reimbursement of the federal share of eligible project costs;
- 3.2 Provide timely information with respect to policy initiatives and changes regarding the federal civil works program;
- 3.3 Provide support to The Ferguson Group in seeking federal appropriations;
- 3.4 Provide support to The Ferguson Group in seeking authorizing and other necessary federal legislation related to the PROJECT; and
- 3.5 Provide periodic reports of ongoing activities, PROJECT status, and other issues as required by the CONTRACT ADMINISTRATOR.

ARTICLE 4  
COMPENSATION

- 4.1 COUNTY agrees to compensate LOBBYIST for services actually performed and completed pursuant to this Agreement at a rate of Two Hundred Twenty-five Dollars (\$225.00) per hour up to a maximum amount not-to-exceed Fifty-one Thousand Dollars (\$51,000.00). LOBBYIST understands the compensation paid under this Agreement is that of a "maximum amount not-to-exceed" which means that LOBBYIST shall perform all services for a total compensation in the amount of or less than stated in this section. This maximum compensation, however, does not constitute a limitation, of any sort, upon LOBBYIST's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services in Article 3 above. Except as provided in Section 4.2, this 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; and other direct non-salary expenses.
- 4.2 COUNTY agrees to reimburse LOBBYIST in accordance with Section 112.061, Florida Statutes, now in effect and as subsequently amended, for the most economical transportation, lodging, meals, and other economically reasonable and appropriate out-of-pocket travel expenses incurred in the performance of services under this Agreement and with the prior approval of the CONTRACT ADMINISTRATOR. Reimbursement under this section shall not exceed Two Thousand Dollars (\$2,000.00).
- 4.3 During the term specified in Article 2 of this Agreement, the total funds expended pursuant to Section 4.1 and Section 4.2 of this article shall not exceed Fifty-three Thousand Dollars (\$53,000.00).
- 4.4 METHOD OF BILLING AND PAYMENT
- 4.4.1 LOBBYIST shall submit monthly invoices to the CONTRACT ADMINISTRATOR, which invoices shall identify the services performed, the total hours of work performed, and the individuals performing the work during the applicable monthly period. An original invoice plus one copy are due within fifteen (15) days of the end of the month, except the final invoice must be received no later than sixty (60) days after the Agreement expires. LOBBYIST shall submit invoices and original receipts for reimbursable expenses incurred under Section 4.2 within 90 days after such expenses occur.
- 4.4.2 COUNTY shall pay LOBBYIST within thirty (30) calendar days of receipt of LOBBYIST's proper statement, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49, as may be

amended from time to time). To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by CONTRACT ADMINISTRATOR. Payment may be withheld for failure of LOBBYIST to comply with a term, condition, or requirement of this Agreement. All amounts paid by COUNTY to LOBBYIST shall be subject to audit by COUNTY.

- 4.5 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to CONTRACT ADMINISTRATOR. The amount withheld shall not be subject to payment of interest by COUNTY.
- 4.6 Payment shall be made to LOBBYIST at:

Steinberg & Associates  
1432 Lady Bird Drive  
McLean, Virginia 22101

ARTICLE 5  
AUDIT AND PUBLIC RECORDS RETENTION

- 5.1 LOBBYIST has been advised the COUNTY and all its activities are subject to the Public Records Law (Chapter 119, Florida Statutes, now in effect and as subsequently amended) and the Sunshine Law (Section 286.011, Florida Statutes, now in effect and as subsequently amended), now in effect and as subsequently amended, and agrees to maintain all records necessary to comply with the requirement of such laws, and for the proper supervision of the services performed pursuant to this Agreement. LOBBYIST agrees to comply with all County policies and procedures in observing the requirements of said laws.
- 5.2.1 COUNTY shall have the right to audit the books, records, and accounts of LOBBYIST that are related to this Agreement. LOBBYIST shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. LOBBYIST shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes, now in effect and as subsequently amended), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is

determined by COUNTY to be applicable to LOBBYIST's records, LOBBYIST shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by LOBBYIST. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

ARTICLE 6  
NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND  
AMERICANS WITH DISABILITIES ACT

- 6.1 LOBBYIST shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.
- 6.2 LOBBYIST's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.
- 6.3 LOBBYIST shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, LOBBYIST shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- 6.4 LOBBYIST shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression (Broward County Code, Chapter 162, as may be amended from time to time), marital status, political affiliation, or physical

or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

- 6.5 LOBBYIST shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing the Scope of Services or any part of the Scope of Services of this Agreement.

ARTICLE 7  
NOTICE

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR LOBBYIST:                    Dr. Bory Steinberg  
Steinberg & Associates  
1432 Lady Bird Drive  
McLean, Virginia 22101

FOR COUNTY:                    Pamela Landi, Governmental Relations Manager  
Office of Public and Governmental Relations  
Broward County Governmental Center  
115 South Andrews Avenue, Room 406  
Fort Lauderdale, Florida 33301

ARTICLE 8  
CONFLICT OF INTEREST

- 8.1 In providing services under this Agreement, the LOBBYIST:
- (a) Agrees that it does not have any personal financial interest, direct or indirect, with any member of the Board of County Commissioners.
  - (b) Agrees that as of the effective date of this Agreement, LOBBYIST does not represent any client whose interest is currently adverse to the interest of the COUNTY. If during the term of this Agreement, LOBBYIST determines that a client it represents has or may potentially have an interest adverse to the

interest of COUNTY, LOBBYIST shall disclose such conflicting interest as required by Section 8.5. Additionally, before proposing, advocating or otherwise advancing any legislation, administrative rule, regulation, or policy on behalf of a client, where such legislation, rule, regulation, or policy may potentially impact COUNTY and its operations, LOBBYIST shall, consistent with Section 8.5, disclose the representation and provide a copy of the legislation, administrative rule, regulation, or policy to the CONTRACT ADMINISTRATOR.

- 8.2 Neither LOBBYIST nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with LOBBYIST's loyal and conscientious exercise of judgment related to its performance under this Agreement.
- 8.3 LOBBYIST agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.
- 8.4 In the event LOBBYIST is permitted to utilize subcontractors to perform any services required by this Agreement, LOBBYIST agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.
- 8.5 The LOBBYIST further agrees that, in the performance of this Agreement, if any conflict of interest arises, it shall disclose, in writing, such interest to the COUNTY within three (3) days after the conflict arose. Such written disclosure shall provide sufficient information concerning the LOBBYIST's conflict including, but not limited to, name of the client presenting the conflicting position, the nature of the conflict, and the extent to which LOBBYIST is unable to provide the services described in Article 3. The CONTRACT ADMINISTRATOR may take any action necessary to address the conflict of interest disclosed by LOBBYIST, including termination of this Agreement.
- 8.6 In the event this Agreement is terminated pursuant to Section 8.5 or Article 9, the LOBBYIST agrees, upon request of COUNTY, to assist COUNTY in obtaining the services of qualified individuals to perform the services identified in Article 3.
- 8.7 LOBBYIST agrees that, during the term of this Agreement, neither LOBBYIST, its employees, agents, or any other person providing services pursuant to this



Agreement, including as described in Article 11, will personally represent any person or entity, irrespective of compensation, before the COUNTY COMMISSION. This limitation shall not apply when the United States Congress is in recess.

ARTICLE 9  
TERMINATION

- 9.1 This Agreement may be terminated for cause by action of the BOARD or by LOBBYIST, if the party in breach has not corrected the breach within fifteen (15) days after written notice by the aggrieved party identifying the breach, and for convenience by action of the BOARD upon not less than fifteen (15) days' written notice by the CONTRACT ADMINISTRATOR. This Agreement may also be terminated by CONTRACT ADMINISTRATOR upon such notice as CONTRACT ADMINISTRATOR deems appropriate under the circumstances in the event CONTRACT ADMINISTRATOR determines that termination is necessary to protect the public health, safety, or welfare.
- 9.2 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of COUNTY as set forth in this Agreement, or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 9.3 Notice of termination shall be provided in accordance with Article 7 of this Agreement except that notice of termination by CONTRACT ADMINISTRATOR which CONTRACT ADMINISTRATOR deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with Article 7 of this Agreement.
- 9.4 In the event of termination for convenience and upon receipt of written notice from COUNTY of such termination, LOBBYIST shall submit, within thirty (30) days after receiving notice, a final invoice and report for all services rendered prior to the termination of this Agreement. The final invoice shall include original receipts for any reimbursable expenses incurred under Section 4.2. of this Agreement prior to LOBBYIST's receipt of notice of termination. LOBBYIST may not submit any further invoices following the submission of the final invoice required by this section, nor shall COUNTY be obligated to pay such additional invoices. In addition, LOBBYIST's final report to COUNTY shall apprise COUNTY of the status of any pending work in connection with COUNTY's PROJECT, any scheduled meetings COUNTY must attend, and all other matters which may potentially require COUNTY's immediate attention. LOBBYIST acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by COUNTY, the adequacy of which is hereby acknowledged by LOBBYIST, is given as specific consideration to LOBBYIST for COUNTY's right to terminate this Agreement for convenience.

- 9.5 In accordance with the provisions of this article, upon payment of the final invoice, COUNTY shall have no further obligation to LOBBYIST monetarily or otherwise. Likewise, LOBBYIST's obligations to COUNTY as provided hereunder shall cease, except for participating in an orderly and professional transfer of such responsibilities to the COUNTY or its designee.
- 9.6 In the event this Agreement is terminated, any compensation payable by COUNTY shall be withheld until all documents are provided to COUNTY pursuant to Article 18 of this Agreement.

ARTICLE 10  
INDEPENDENT CONTRACTOR

LOBBYIST is an independent contractor under this Agreement. Services provided by LOBBYIST shall be subject to the supervision of CONTRACT ADMINISTRATOR. In providing the services, LOBBYIST or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the COUNTY. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of LOBBYIST.

ARTICLE 11  
SUBCONTRACTING

Neither party to this Agreement shall contract on behalf or in the name of the other party. Any violation of this provision shall confer no rights in favor of anyone and shall be void.

ARTICLE 12  
MATERIALITY AND WAIVER OF BREACH

- 12.1 COUNTY and LOBBYIST agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.
- 12.2 Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13  
INDEMNIFICATION CLAUSE

LOBBYIST shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of LOBBYIST, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this agreement. To the extent considered necessary by CONTRACT ADMINISTRATOR and County Attorney, any sums due LOBBYIST under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 14  
CONSISTENCY WITH FEDERAL, STATE, AND LOCAL LAWS

LOBBYIST shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement. LOBBYIST shall further comply with the "Byrd Rule," which prohibits lobbying to obtain grant funds. In the event any of the terms of this Agreement are inconsistent with such laws, codes, ordinances, rules, and regulations, the Agreement shall be construed to operate in conformity with the requirements of such laws, codes, ordinances, rules, and regulations.

ARTICLE 15  
JURISDICTION, VENUE, GOVERNING LAW, AND WAIVER OF JURY TRIAL

LOBBYIST hereby irrevocably submits to the jurisdiction of Florida's state or federal courts in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably agrees that all claims in respect to such action or proceeding may be heard and determined in Broward County, Florida, the venue situs. The parties agree that this Agreement shall be construed and interpreted according to the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, the parties hereby waive any rights either may have to a trial by jury of any such litigation.

ARTICLE 16  
AMENDMENTS

This Agreement may be revised or renewed by written agreement signed by both parties. However, no modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

ARTICLE 17  
SEVERABILITY

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or LOBBYIST elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

ARTICLE 18  
OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by LOBBYIST, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by LOBBYIST to the CONTRACT ADMINISTRATOR within seven (7) days of termination of this Agreement by either party. Any compensation due to LOBBYIST shall be withheld until all documents are received as provided herein.

ARTICLE 19  
ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed in accord with Article 16 of this Agreement.

ARTICLE 20  
PUBLIC ENTITY CRIMES ACT

- 20.1 LOBBYIST represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes, now in effect and as subsequently amended), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, now in effect and as subsequently amended, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.
- 20.2 In addition to the foregoing, LOBBYIST further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, now in effect and as subsequently amended, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether LOBBYIST has been placed on the convicted vendor list.

ARTICLE 21  
DRUG-FREE WORKPLACE

It is a requirement of COUNTY that it enter into contracts only with firms that certify the establishment of a drug-free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code. Execution of this Agreement by LOBBYIST shall also serve as LOBBYIST's required certification that it either has or that it will establish a drug-free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code.

ARTICLE 22  
ASSIGNMENT AND PERFORMANCE

- 22.1 Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and LOBBYIST shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Article 11.
- 22.2 LOBBYIST represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education,

or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in Article 3 and to provide and perform such services to COUNTY's satisfaction for the agreed compensation.

- 22.3 LOBBYIST shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of LOBBYIST's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

#### ARTICLE 23 INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

#### ARTICLE 24 THIRD PARTY BENEFICIARIES

Neither LOBBYIST nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity pursuant to this Agreement.

#### ARTICLE 25 CONTINGENCY FEE

LOBBYIST warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for LOBBYIST, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for LOBBYIST, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, BOARD

shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 26  
JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

ARTICLE 27  
PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 28 of this Agreement shall prevail and be given effect.

ARTICLE 28  
COUNTERPARTS

This Agreement may be executed in four (4) counterparts, each of which shall be deemed to be an original.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, and STEINBERG & ASSOCIATES, signing by and through its \_\_\_\_\_, duly authorized to execute same.

**COUNTY**

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

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

By \_\_\_\_\_ of  
Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

By: \_\_\_\_\_  
David M. Greenbaum  
Assistant County Attorney



