



AGREEMENT

Between

BROWARD COUNTY

and

WOODWARD & ASSOCIATES

Providing For

FEDERAL LOBBYIST SERVICES

For

**BROWARD COUNTY AVIATION
PROGRAMS AND PROJECTS**

AGREEMENT

Between

BROWARD COUNTY

And

WOODWARD & ASSOCIATES

Providing For

FEDERAL LOBBYIST SERVICES

For

BROWARD COUNTY AVIATION PROGRAMS AND PROJECTS

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

WOODWARD & 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 the firm hired to perform the services identified in Scope of Services for this Agreement.
- 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 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 "COUNTY ATTORNEY" means the chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter, or the County Attorney's designee.

ARTICLE 2

TERM

- 2.1 This Agreement shall take upon the last date executed by the parties, and shall remain in effect for one (1) year after the date of execution. COUNTY, through its County Administrator, shall have the option to renew this Agreement for additional one-year periods 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 term or any applicable renewal term.

ARTICLE 3

SCOPE OF SERVICES

- 3.1 LOBBYIST will work with COUNTY, COUNTY's Washington, D.C. Lobbyist, The Ferguson Group, LLC, the Federal Aviation Administration (FAA), and other federal agencies and stakeholders regarding matters assigned by the Contract Administrator that relate to, or impact, Broward County's aviation programs and projects.
- 3.2 For purposes of this Agreement, programs and projects include, but are not limited to, security, Federal Inspection Services, capital improvements, and the development of innovative approaches to the use of federal resources.
- 3.3 LOBBYIST shall submit written reports regarding the activities of LOBBYIST and progress as to matters assigned under Section 3, as requested, and in such form required, by the Contract Administrator.

ARTICLE 4
COMPENSATION

- 4.1 COUNTY agrees to pay LOBBYIST, in the manner specified in Section 4.4, the amount of Fifty-five Thousand Dollars (\$55,000) for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by LOBBYIST as full compensation for all such work. It is acknowledged and agreed by LOBBYIST that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate LOBBYIST for its services related to this Agreement. This maximum amount, 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. Except as provided in Section 4.2, this rate includes all expenses. Expenses include, but are not limited to, the following: all fringe benefits; overhead costs; profits; secretarial costs; daily office expenses; long distance communication; courier expenses, including overnight deliveries; and other direct nonsalary expenses.
- 4.2 COUNTY agrees to reimburse LOBBYIST in accordance with Section 112.061, Florida Statutes, as may be amended from time to time, 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) during the term of this Agreement.
- 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 above shall not exceed Fifty-seven Thousand Dollars (\$57,000).
- 4.4 METHOD OF BILLING AND PAYMENT
- 4.4.1 The compensation due LOBBYIST under Section 4.1 shall be paid in eleven (11) equal monthly payments of Four Thousand Five Hundred Eighty Dollars (\$4,580) with the twelfth (12) monthly payment being Four Thousand Six Hundred Twenty Dollars (\$4,620). LOBBYIST may submit invoices for compensation no more often than on a monthly basis, which invoices shall identify the services performed during the applicable monthly period. LOBBYIST shall submit all invoices to the Contract Administrator which shall include a brief summary of the services performed, identify the persons performing such services, and the progress made as to matters assigned during the applicable monthly period. An original invoice plus one (1) copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this 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 the 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 the Contract Administrator. The amount withheld shall not be subject to payment of interest by COUNTY.
- 4.6 Payment shall be made to LOBBYIST at:

Woodie Woodward, President
Woodward & Associates
539 7th Street SE
Washington, DC 20003

ARTICLE 5

AUDIT AND PUBLIC RECORDS RETENTION

- 5.1 LOBBYIST has been advised that COUNTY and all County activities are subject to the Florida Public Records Act (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes), as may be amended from time to time, 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 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, as may be amended from time to time), 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, age, religion, color, pregnancy, gender, gender identity or expression, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, 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, pregnancy, gender, gender identity or expression, 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, age, religion, color, pregnancy, gender, gender identity or expression, sexual orientation (Broward County Code, Chapter 16½), national origin, 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 16½, as may be amended from time to time) 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 to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR LOBBYIST:

Woodie Woodward, President
Woodward & Associates
539 7th Street SE
Washington, DC 20003

FOR COUNTY:

Gretchen M. Harkins, J.D., Director
Office of Intergovernmental Affairs and Professional Standards
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, LOBBYIST:
- (a) Agrees that it does not have any personal financial interest, direct or indirect, with any member of the COUNTY COMMISSION.
 - (b) Agrees that as of the effective date of this Agreement, LOBBYIST does not represent any client whose interest is currently adverse to the interests of 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 permitted subcontractors, by written contract, from having any conflicts as within the meaning of this Article.
- 8.5 LOBBYIST further agrees that, in the performance of this Agreement, if any conflict of interest arises, LOBBYIST shall disclose, in writing, such interest to COUNTY

within three (3) days from the date the conflict arises. Such written disclosure shall provide sufficient information concerning 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, 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 officers, employees, agents, nor any other person providing services pursuant to this Agreement, 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 the Contract Administrator upon such notice as the Contract Administrator deems appropriate under the circumstances in the event the 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 the Contract Administrator which the 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 all pending work in connection with any matters assigned concerning COUNTY's aviation programs and projects for which it is responsible, 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 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 17 of this Agreement.

ARTICLE 10 INDEPENDENT CONTRACTOR

- 10.1 LOBBYIST is an independent contractor under this Agreement. Services provided by LOBBYIST or by any COUNTY permitted subcontractors, shall be subject to the supervision of LOBBYIST.
- 10.2 In providing the services, LOBBYIST, its officers, employees, agents or COUNTY permitted subcontractors, shall not act and shall not be deemed as acting as officers, employees, or agents of COUNTY. 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.
- 10.3 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
MATERIALITY AND WAIVER OF BREACH

- 11.1 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.
- 11.2 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 12
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, employees, agents, and servants, against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by intentional or negligent act or omission of LOBBYIST, its officers, employees, agents, servants, or COUNTY permitted subcontractors, 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 the Contract Administrator and the 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 13
CONSISTENCY WITH FEDERAL, STATE, AND LOCAL LAWS

LOBBYIST shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations, in effect at the time of execution of this Agreement, and as amended thereafter, in performing its duties, responsibilities, and obligations related to this Agreement. In the event any of the terms of this Agreement are inconsistent with such laws, codes, ordinances, rules, and regulations, this Agreement shall be construed to operate in conformity with the requirements of such laws, codes, ordinances, rules, and regulations.

ARTICLE 14
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 15
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 16
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 17
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 18
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 accordance with Article 15 of this Agreement.

ARTICLE 19 PUBLIC ENTITY CRIMES ACT

- 19.1 LOBBYIST represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes, as may be amended from time to time), 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, for category two purchases for a period of thirty-six (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.
- 19.2 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, 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 20 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 21
ASSIGNMENT AND PERFORMANCE

- 21.1 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, unless granted prior written approval by the Contract Administrator.
- 21.2 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.
- 21.3 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 22
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 23
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 24
NO 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 25
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 26
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 29 of this Agreement shall prevail and be given effect.

ARTICLE 27
REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto does hereby represent and warrant that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party.

ARTICLE 29
MULTIPLE ORIGINALS

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

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 County Administrator, authorized to execute same by Board action on the ____ day of _____, 2010, and WOODWARD & ASSOCIATES, signing by and through its President, duly authorized to execute same.

COUNTY

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

WITNESSES:

Signature

Signature

By: _____
Bertha Henry
County Administrator

_____ day of _____, 2010.

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: _____
Patrice M. Eichen
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND WOODWARD & ASSOCIATES,
FOR FEDERAL LOBBYIST SERVICES FOR BROWARD COUNTY AVIATION
PROGRAMS AND PROJECTS.

LOBBYIST

WITNESSES:

WOODWARD & ASSOCIATES

Signature

By _____
Woodie Woodward, President

Print Name

____ day of _____, 2010.

Signature

Print Name

STATE OF FLORIDA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this ____ day of _____, 2009.

Affix Notary Stamp or Seal here: _____

Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

PME/EGL
12/19/2009
Woodward & Associates.a01
09-001.____