



AGREEMENT

Between

BROWARD COUNTY

And

PITTMAN LAW GROUP, P.L.

Providing For

**STATE LEGISLATIVE AND EXECUTIVE BRANCH
LOBBYING SERVICES**

RLI NO. R0940713R1

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STATE LEGISLATIVE AND EXECUTIVE BRANCH LOBBYING SERVICES

RLI No. R0940713R1

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

PITTMAN LAW GROUP, P.L., a Florida Limited Liability Company, hereinafter referred to as "PLG."

WITNESSETH

WHEREAS, the COUNTY issued an RLI soliciting letters of interest for State Legislative and Executive Branch Lobbying Services; and

WHEREAS, PLG 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 this Agreement and to provide and perform such services to the COUNTY's satisfaction for the agreed compensation; and

WHEREAS, the COUNTY wishes to engage PLG to provide lobbyist services under an agreement containing mutually satisfactory terms and covenants; and

WHEREAS negotiations pertaining to the services to be performed and the compensation therefor were undertaken between the COUNTY and PLG and this Agreement incorporates the results of such negotiations; NOW THEREFORE,

IN CONSIDERATION of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, COUNTY and PLG, hereinafter collectively referred to as the "Parties," agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - means this document, Articles 1 through 9, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Board** - The Broward County 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** - The Broward County Administrator, the Director of the Office of Intergovernmental Affairs and Professional Services, or the Legislative Counsel. The primary responsibilities of the Contract Administrator are to coordinate and communicate with PLG and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 **County Administrator** – The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.5 **County Attorney** - 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.
- 1.6 **PLG** – The firm hired to perform the services described in this Agreement.
- 1.7 **Project** - The Project consists of the services described in Article 2 and Exhibit "A" to this Agreement.

ARTICLE 2
SCOPE OF SERVICES

- 2.1 Provide a full range of professional lobbying services and advocacy before the Florida Legislature, the Governor, the Cabinet, and executive departments, agencies, offices, commissions, and other governmental units of the state of Florida with respect to all of COUNTY's legislative and regulatory interests including, but not limited to, the State Subject Areas and Issues listed in Exhibit "A"; matters contained within County's state legislative program; assigned executive branch projects; and other issues or projects of the COUNTY as assigned by the Contract Administrator or designee.
- 2.2 Effectively communicate COUNTY's state legislative program and issues to members of Legislature, Governor and Cabinet, and executive departments, agencies, offices, commissions and other governmental units of the state of Florida.
- 2.3 Upon request, arrange meetings for County Commissioners, County officials and Intergovernmental Affairs staff with members and officials of the Legislative and Executive Branch of state government and other entities as necessary, including meetings with members of the Broward, Miami-Dade, and Palm Beach legislative delegations, members of the Legislature in leadership positions, key legislative committee members, and executive branch leaders and key officials within the Governor's Office, Cabinet, and state agencies.
- 2.4 Be available on a 24-hour basis during any Regular Session, extended session, or special session, and at other times as requested, to: assist in writing, interpreting, and monitoring legislation, agency rules and regulations; drafting legislation, amendments, proviso language, position papers, and testimony; obtaining documentation and research materials; and securing sponsors for bills, amendments, resolutions, proviso language and other legislation, as necessary to accomplish COUNTY's legislative and executive branch goals.
- 2.5 Identify and discuss with COUNTY any areas of potential concern or opportunity for obtaining passage of COUNTY's legislative priorities, other issues in the state legislative program, assigned executive branch issues or projects assigned to the firm.
- 2.6 Attend weekly team strategy meetings, legislative committee meetings, briefings, and hearings, during session and interim committee weeks, and report on all matters assigned; and participate in meetings, conference calls, and provide verbal or written reports to COUNTY at other times, as directed by the Contract Administrator.

- 2.7 Integrate efforts with the COUNTY's Office of Intergovernmental Affairs and Professional Standards to ensure strong, consistent legislative advocacy of the COUNTY's legislative and executive branch priorities, issues and projects.
- 2.8 Consult with County Commissioners, County Administrator and the Contract Administrator regarding any legislative or executive matter which may impact the COUNTY, and take any necessary action, as determined by the Contract Administrator.
- 2.9 Prepare and submit written reports, as required by the Contract Administrator, regarding the status of assigned issues and projects, progress made to achieve such matters, including weekly status reports during session and interim committee weeks, an end-of-session report upon the conclusion of any regular or special session; and a report relating to any COUNTY legislative or executive branch issue or project assigned.

ARTICLE 3 TERM AND PERFORMANCE

- 3.1 The term of this Agreement shall commence on the date of execution by the Parties ("Effective Date"), and shall remain in effect through September 30, 2012; provided, however, if the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of the Agreement beyond the end of any fiscal year shall be subject to both the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes.
- 3.2 COUNTY shall have the option to renew this Agreement for two (2) additional one (1) year periods. COUNTY shall provide written notice to PLG of its intent to exercise its renewal option thirty (30) days prior to the expiration of the then current term of this Agreement.
- 3.3 All duties, obligations, and responsibilities of PLG required by this Agreement shall be completed no later than September 30, 2012, unless an earlier time applies or is designated by the Contract Administrator. Time is deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.
- 3.4 In accordance with Board policy, PLG's performance of services under Article 2 and this Agreement shall be subject to evaluation at least once during the term specified in Section 3.1. The Contract Administrator shall be responsible for conducting PLG's performance evaluation and reporting an overall rating to the Board. The Contract Administrator shall specify the evaluation criteria and communicate assignment issues upon which PLG will be independently assessed, no later than the first week of any Regular Session or first day of any special session. The evaluation tool will be substantially similar in form as Exhibit "B", attached to this Agreement.

ARTICLE 4
COMPENSATION

4.1 COUNTY agrees to pay PLG, in the manner specified in Section 4.2, the amount of Thirty Five Thousand Dollars (\$35,000) for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by PLG as full compensation for all such work. It is acknowledged and agreed by PLG that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate PLG for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon PLG's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to PLG to reimburse its expenses.

4.2 METHOD OF BILLING AND PAYMENT

4.2.1 The compensation due PLG under Section 4.1 shall be paid in eleven (11) equal monthly payments of Two Thousand Nine Hundred Sixteen Dollars (\$2,916) with the twelfth (12) monthly payment being Two Thousand Nine Hundred Twenty-Four Dollars (\$2,924). PLG 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. PLG shall submit all invoices to the Contract Administrator. 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 unless the time period in Section 7.4 for submitting a final invoice applies. Invoices shall designate the nature of the services performed and/or the expenses incurred.

4.2.2 COUNTY shall pay PLG within thirty (30) calendar days of receipt of PLG'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 PLG to comply with a term, condition, or requirement of this Agreement. All amounts paid by COUNTY to PLG shall be subject to audit by COUNTY.

4.3 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 or the failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by COUNTY.

4.4 Payment shall be made to PLG at:

Pittman Law Group, P.L.
Wilhelmina Square
1028 East Park Avenue
Tallahassee, Florida 32301

ARTICLE 5
INDEMNIFICATION CLAUSE

PLG 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 PLG, 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 PLG 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 6
EEO COMPLIANCE

- 6.1 PLG shall not unlawfully discriminate on the basis 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. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.
- 6.2 PLG shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. PLG shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In

addition, PLG shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

- 6.3 By execution of this Agreement, PLG represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from PLG all funds paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

ARTICLE 7 TERMINATION

- 7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. The Parties agree that if COUNTY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 7.2 This Agreement may be terminated for cause for reasons including, but not limited to, PLG's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if PLG is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended or if PLG provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended.
- 7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

- 7.4 In the event this Agreement is terminated for convenience, PLG shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. PLG 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. PLG 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, PLG's final report to COUNTY shall apprise COUNTY of the status of COUNTY's state legislative priorities for which it is responsible, any scheduled meetings COUNTY must attend, and all other matters which may potentially require COUNTY's immediate attention. PLG acknowledges and agrees that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are, hereby acknowledged by PLG, for COUNTY's right to terminate this Agreement for convenience.
- 7.5 In accordance with the provisions of this Article, upon payment of the final invoice, COUNTY shall have no further obligation to PLG monetarily or otherwise. Likewise, PLG'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.
- 7.6 In the event this Agreement is terminated for any reason, any amounts due PLG shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Article 9.

ARTICLE 8

CONFLICT OF INTEREST/ CLIENT LIST DISCLOSURE

- 8.1 In providing services under this Agreement, ECI represents that, upon the execution of this Agreement and continuing throughout the Agreement Term, the following are true and correct. In the event that any of the following representations become at any time not true, ECI shall immediately provide written notice of same to the Contract Administrator.
- 8.1.1 That PLG does not have any personal financial interest, direct or indirect, with any member of the Board or any County employee as defined in Section 26-72.5(a), Broward County Code.
- 8.1.2 That PLG does not represent any client whose interest is currently adverse to the interests of COUNTY. If, during the term of this Agreement, PLG determines that a client it represents has or may potentially have an interest adverse to the interest of COUNTY, or PLG is notified by the Contract Administrator of an existing or potential adverse interest with a client of PLG, then PLG 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, PLG 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.

- 8.1.3 In addition to paragraph 8.1.2, PLG agrees that it will not lobby the Legislature, Governor, or Cabinet on behalf of any municipal government, individual, or other organization, or be employed or retained by any municipal government, individual, or other organization, or hire any sub-consultant or subordinate to lobby any annexation related matter which is in conflict with COUNTY's policy on annexation as adopted by the Board, or as otherwise contained in the Board's annual legislative program.
- 8.2 Neither PLG nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with PLG's loyal and conscientious exercise of judgment related to its performance under this Agreement.
- 8.3 PLG 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 PLG is permitted to utilize subcontractors to perform any services required by this Agreement, PLG agrees to prohibit such permitted subcontractors, by written contract, from having any conflicts as within the meaning of this Article.
- 8.5 PLG further agrees that, in the performance of this Agreement, if any conflict of interest arises, including any adverse interest identified pursuant to Sections 8.1 through 8.3 of this Article, PLG shall disclose, in writing, such interest to COUNTY within three (3) days from the date the conflict arises, or within three (3) days after PLG receives verbal or written notification from the Contract Administrator of an existing or potential adverse interest with a client of PLG under Section 8.1.2. Such written disclosure shall provide sufficient information concerning PLG'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 PLG is unable to provide the services described in Article 2. The Contract Administrator shall report the

disclosed conflict to the Board, and may take any action necessary to address the conflict of interest disclosed by PLG; provided that waiver of any conflict of interest or termination of this Agreement is expressly reserved to the Board.

- 8.6 In the event this Agreement is terminated pursuant to Section 8.5 or Article 7, PLG agrees, upon request of COUNTY, to assist COUNTY in obtaining the services of qualified individuals to perform the services identified in Article 2.
- 8.7 PLG agrees that, during the term of this Agreement, neither PLG, 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 Board during the sixty (60) days of the 2012 Regular Legislative Session, commencing on January 10, 2012, and ending on March 9, 2012, and during any extended or special session of the Legislature. This prohibition shall apply to all direct lobbying before the Board, and any communication, whether verbal or written, with any member of the Board, in the representation of a client on any matter that is scheduled for or pending consideration before the Board during the proscribed period, or on any matter that is reasonably foreseeable to be the subject of consideration or action by the Board.
- 8.8 In executing this Agreement, PLG certifies that Exhibit "C", as attached to this Agreement, represents the clients for whom PLG is presently registered to lobby the Legislative and Executive Branches of the state. For purposes of this Article, PLG shall, within five (5) working days, inform the Contract Administrator of any change in the status of PLG's representation including, but not limited to, the addition of any new client registration, except that any new client representation undertaken by PLG during the last ten (10) days of any Regular Session, or at any extended or special session, must be reported to the Contract Administrator 24 hours of its occurrence.

ARTICLE 9 MISCELLANEOUS

9.1 RIGHTS IN DOCUMENTS AND WORK

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; and, if a copyright is claimed, PLG grants to COUNTY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by PLG, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by PLG to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to PLG shall be withheld until all documents are received as provided herein.

9.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of PLG and its subcontractors that are related to this Project. PLG and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of PLG and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, PLG or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

PLG and its subcontractors 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 PLG's and its subcontractors' records, PLG and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by PLG or its subcontractors. 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.

PLG shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 9.2.

9.3 PUBLIC ENTITY CRIME ACT

PLG represents that the execution of this Agreement will not violate the Public Entity Crime 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, as may be

amended from time to time, 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 funds paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, PLG 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 PLG has been placed on the convicted vendor list.

9.4 INDEPENDENT CONTRACTOR

PLG is an independent contractor under this Agreement. Services provided by PLG pursuant to this Agreement shall be subject to the supervision of PLG. In providing such services, neither PLG nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created pursuant to this Agreement. COUNTY does not extend to PLG or PLG's agents any authority of any kind to bind COUNTY in any respect whatsoever.

9.5 THIRD PARTY BENEFICIARIES

Neither PLG nor COUNTY intends to directly or substantially benefit a third party or entity under this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party or entity shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.6 NOTICES

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 COUNTY:

Gretchen M. Harkins, J.D., Director
Office of Intergovernmental Affairs and Professional Standards

Broward County Governmental Center
115 South Andrews Avenue, Room 427
Fort Lauderdale, Florida 33301

FOR PLG:

Sean Pittman, Esq., President
Pittman Law Group, P.L.
Wilhelmina Square
1028 East Park Avenue
Tallahassee, Florida 32301

9.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, PLG shall not subcontract any portion of the work required by this Agreement. COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by PLG of this Agreement or any right or interest herein without COUNTY's written consent.

PLG represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

PLG shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of PLG'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.

9.8 CONTINGENCY FEE

PLG warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for PLG, 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 PLG, 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, COUNTY shall have the right, at its discretion, to terminate this Agreement without liability, or to deduct from this Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

9.9 MATERIALITY AND WAIVER OF BREACH

COUNTY and PLG agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the Parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

COUNTY's failure 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.

9.10 COMPLIANCE WITH LAWS

PLG shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.11 SEVERANCE

In the event 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 PLG elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

9.12 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge 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. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

9.13 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 Articles 1 through 9 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 shall prevail and be given effect.

9.14 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, PLG AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.15 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and PLG or others delegated authority to or otherwise authorized to execute same on their behalf.

9.16 PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

9.17 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)(2) of the Broward County Procurement Code. Execution of this Agreement by PLG shall serve as PLG's required certification that it either has or that it will establish a drug-free work place in accordance with Section 287.087, Florida Statutes, as may be amended from time to time, and Chapter 21.31(a)(2) of the Broward County Procurement Code as may be amended from time to time.

9.18 PAYABLE INTEREST

9.18.1. Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof PLG waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

9.18.2. Rate of Interest. In any instance where the prohibition or limitations of Section 9.18.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

9.19 INCORPORATION BY REFERENCE

Exhibits "A," "B" and "C" are incorporated into and made a part of this Agreement.

9.20 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants 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 and does so with full legal authority.

9.21 MULTIPLE ORIGINALS

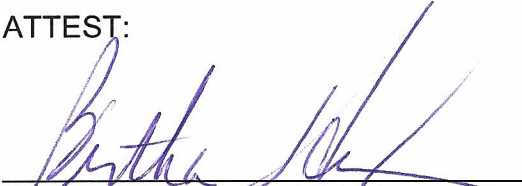
Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

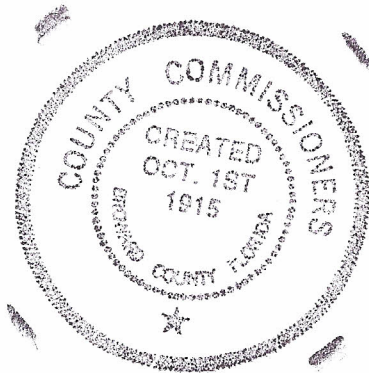
(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 27th day of September, 2011, and PITTMAN LAW GROUP, P.L., signing by and through its President, duly authorized to execute same.


COUNTY

ATTEST:

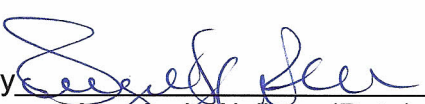

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners



BROWARD COUNTY, by and through
its Board of County Commissioners

By 
Mayor
27th day of September, 2011

Approved as to form by
Office of the County Attorney
for Broward County, Florida
JONI ARMSTRONG COFFEY, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By  9-26-11
Angela J. Wallace (Date)
Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND PITTMAN LAW GROUP, P.L., FOR
STATE LEGISLATIVE AND EXECUTIVE BRANCH LOBBYING SERVICES.

PLG

WITNESSES:

PITTMAN LAW GROUP, P.L.

M. J. Villavicencio
Signature

By [Signature]
Sean Pittman, Esq., President

Maria José Villavicencio
Print Name

22 day of September, 2011.

[Signature]
Signature

Phillip Singleton
Print Name

AJW/EGL
09/15/2011
PLG-2012 State Lobbying Agreement - Final.doc
11-001.02

Exhibit A

State Subject Areas & Issues

- | | |
|---|--|
| a) Appropriations/Project Funding | aa) Emergency Management/Disaster Mitigation |
| b) County Revenue/Expenditure Issues | bb) Courts Issues/Funding |
| c) Transportation Issues/Transit Funding | cc) Constitutional Officers Issues |
| d) Aviation Issues/Funding | dd) Libraries Funding |
| e) Seaport Issues/Funding | ee) Parks and Recreation |
| f) Environmental Issues/Permitting | ff) Climate Impacts/Policy Issues |
| g) Everglades Restoration/ Fla. Forever | gg) Air/Water Quality Issues |
| h) Human Services Issues/Funding | hh) Immigration |
| i) Criminal/Juvenile Justice Issues | ii) Reapportionment/Redistricting |
| j) Building Code/Construction/Permitting Issues | jj) Energy Issues/Funding |
| k) Business Development/Green Initiatives | kk) Arts and Culture Issues/Funding |
| l) Finance and Taxation | ll) Local Bills |
| m) Consumer Services and Insurance Issues | |
| n) Public Works-General/Funding | |
| o) Water & Wastewater Infrastructure Projects | |
| p) Local Government Preemption | |
| q) Economic Development/Int'l. Trade Issues | |
| r) Tourism/Commerce | |
| s) Human Resources/Employee Benefits/FRS | |
| t) Home Rule Authority Protection | |
| u) Health Care Access/Funding/Medicaid | |
| v) Housing & Community Development | |
| w) Telecommunications/E-Commerce | |
| x) Unfunded Mandates | |
| y) Solid Waste/Recycling/Waste to Energy | |
| z) Growth Management/Planning & Zoning | |

Firm Name:

GENERAL ACTIVITIES REVIEWED/AREAS OF EVALUATION

Numerical Rating (5 =far exceeds expectations, 4= exceeds expectations, 3= meets expectations, 2= below expectations, 1= far below expectations)

1. Final report details activities related to BCBC priorities listed on bill tracking matrix and other major assignments given during the 2010 Legislative Session	1	2	3	4	5	N/A
2. Regular attendance at weekly Lobby Team Meetings and verbal progress reporting on assignments	1	2	3	4	5	N/A
3. Comprehensive knowledge of Broward issues, especially those assigned to the firm (uses talk pts/briefs)	1	2	3	4	5	N/A
4. Prompt return communication when contacted by a member of OIAPS	1	2	3	4	5	N/A
5. Information detailing opponents to Broward position and reason for opposition provided to OIAPS timely (i.e., offering an opportunity to refute with written or oral testimony prior to decisive action on issue)	1	2	3	4	5	N/A
6. Successful sponsorship of amendments secured, as appropriate	1	2	3	4	5	N/A
7. Anticipation and identification of issues of potential interest to the County reported promptly	1	2	3	4	5	N/A
8. Development of creative and successful strategies with respect to assigned issues/legislation occurs	1	2	3	4	5	N/A
9. Facilitation of member-level and staff-level meetings for Commissioners, OIAPS team, as appropriate	1	2	3	4	5	N/A
10. Efforts related to reducing negative fiscal impacts to the County, as assigned.	1	2	3	4	5	N/A

FIRM-SPECIFIC ISSUE ASSIGNMENTS
and/or
ISSUES TO WHICH ENTIRE TEAM WAS ASSIGNED

Numerical Rating Legend
(N/A = No Action or No Sponsor; 2 = Limited Effort, Minimal Activity; 3 Limited Effort, Unsuccessful; 3.5 = Limited Effort, Successful; 4 = Substantial Effort, Unsuccessful; 4.5 = Substantial Effort, Successful; 5 = Outstanding Effort, Successful)

[illegible]

Exhibit B

Firm Name:

-Page 2-

For any rating of 1, 5 or N/A, Evaluators will offer a written description and/or reasoning for such, below:

General Rating # or Specific Assigned Issue: _____

Explanation: _____

_____ .

General Rating # or Specific Assigned Issue: _____

Explanation: _____

_____ .

General Rating # or Specific Assigned Issue: _____

Explanation: _____

_____ .

Sean A. Pittman

Mailing Address:

1028 E Park Ave
Tallahassee, FL 32301

Phone Number:

850/216-1002

Principals:

AT&T

150 S Monroe St Ste 400 Tallahassee, FL 32301
Industry Code: 517110
Effective: 01/18/2011

Broward County

115 S Andrews Ave Ft Lauderdale, FL 33301
Industry Code: 921110
Effective: 01/18/2011

City of Miami

~~3500 Pan American Dr Miami, FL 33133~~ (Withdrawal Date: 07/07/2011)
Industry Code: 921120
Effective: 01/18/2011

City of Port Orange

1000 City Center Cir Port Orange, FL 32129
Industry Code: 921140
Effective: 01/18/2011

City of Riviera Beach

600 W Blue Heron Blvd Riviera Beach, FL 33404
Industry Code: 921110
Effective: 01/18/2011

City of Tallahassee

300 S Adams St Tallahassee, FL 32301
Industry Code: 921120
Effective: 01/18/2011

Florida Association of Court Clerks & Comptrollers

~~3544 Maclay Blvd Tallahassee, FL 32312~~ (Withdrawal Date: 07/07/2011)
Industry Code: 921110
Effective: 01/18/2011

Florida Crystals

PO Box 1059 West Palm Beach, FL 33480
Industry Code: 311312
Effective: 01/18/2011

Florida Health Care Association

307 W Park Ave Tallahassee, FL 32301
Industry Code: 813910

Effective: 01/18/2011

Florida State University Student Government Association

A221C Oglesby Union Tallahassee, FL 32301

Industry Code: 611310

Effective: 01/18/2011

HCA Healthcare

101 N Monroe St Ste 801 Tallahassee, FL 32301

Industry Code: 622110

Effective: 01/18/2011

Interior Design Associations Foundation

~~2106 St Johns Ave Jacksonville, FL 32204~~ (Withdrawal Date: 05/09/2011)

Industry Code: 813920

Effective: 05/05/2011

Las Vegas Sands Corp

~~3355 Las Vegas Blvd S Las Vegas, NV 89109~~ (Withdrawal Date: 09/01/2011)

Industry Code: 721120

Effective: 03/14/2011

Miami-Dade County

Office of the Mayor 111 NW 1st St Ste 2910 Miami, FL 33128

Industry Code: 921140

Effective: 01/18/2011

Palm Beach County Government

301 N Olive Ave Ste 1101.4 West Palm Beach, FL 33401

Industry Code: 921120

Effective: 01/18/2011

Peoples Gas System, Inc

101 N Monroe St Ste 1060 Tallahassee, FL 32301

Industry Code: 221210

Effective: 01/18/2011

Tampa Electric Company

101 N Monroe St Ste 1060 Tallahassee, FL 32301

Industry Code: 221112

Effective: 01/18/2011

TECO Energy, Inc

101 N Monroe St Ste 1060 Tallahassee, FL 32301

Industry Code: 551112

Effective: 01/18/2011

Village of Royal Palm Beach

1050 Royal Palm Beach Blvd Royal Palm Beach, FL 33411

Industry Code: 921120

Effective: 01/18/2011

Waste Management, Inc. of Florida

3411 N. 40th Street Tampa, FL 33605

Industry Code: 562111

Effective: 03/14/2011

Phillip Singleton

Mailing Address:

Wilhelmina Square 1028 E. Park Ave
Tallahassee, FL 32301

Phone Number:

850/216-1002

Principals:

[Pittman Law Group](#)

Wilhelmina Square 1028 E. Park Ave Tallahassee, FL 32301
Industry Code: 541820
Effective: 03/14/2011

Sean A. Pittman

Mailing Address:

Pittman Law Group PL 1028 E Park Ave
Tallahassee, FL 32301

Phone Number:

850/216-1002

Principals:

Broward County

115 S Andrews Ave Fort Lauderdale, FL 33301
Industry Code: 921110
Effective: 01/18/2011

City of Riviera Beach, FL

600 W Blue Heron Blvd Riviera Beach, FL 33404
Industry Code: 921110
Effective: 01/18/2011

Florida State University Student Government Association

A221C Oglesby Union Tallahassee, FL 32306
Industry Code: 611310
Effective: 01/18/2011

Miami-Dade County

111 NW 1st St Ste 2910 Miami, FL 33128
Industry Code: 921140
Effective: 01/18/2011