



**AGREEMENT**

**Between**

**BROWARD COUNTY**

**And**

**GEPHARDT GOVERNMENT AFFAIRS, LLC**

**For**

**FEDERAL LEGISLATIVE AND EXECUTIVE  
BRANCH REPRESENTATION SERVICES**

## AGREEMENT

Between

BROWARD COUNTY

And

GEPHARDT GOVERNMENT AFFAIRS, LLC

For

FEDERAL LEGISLATIVE AND EXECUTIVE  
BRANCH REPRESENTATION SERVICES

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

Gephardt Government Affairs, a Delaware Limited Liability Company, hereinafter referred to as "LOBBYIST."

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and LOBBYIST 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.
- 1.3 **Contract Administrator** - The Broward County Administrator, the Director of the Broward County Office of Intergovernmental Affairs and Professional Standards, or the designee of such County Administrator or Director. The primary

responsibilities of the Contract Administrator are to coordinate and communicate with LOBBYIST 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 **Lead Firm** – means the primary contract lobbying firm designated to represent the COUNTY's interests before the Legislative and Executive Branches of the federal government.
- 1.7 **Lobbyist** – means Gephardt Government Affairs, LLC providing Federal Legislative and Executive Branch Representation Services.
- 1.8 **Project** – means the services described in Article 2.

## ARTICLE 2

### SCOPE OF SERVICES

- 2.1 LOBBYIST shall perform all work identified in this Agreement, Exhibit "A," and Exhibit "B." The parties agree that the Scope of Services and Federal Subject Areas/Issues describe LOBBYIST's obligations and responsibilities and include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by LOBBYIST impractical, illogical, or unconscionable.
- 2.2 LOBBYIST acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.
- 2.3 In providing services under this Agreement, LOBBYIST agrees to work cooperatively with COUNTY, COUNTY's Lead Firm – Patton Boggs, LLP, and other contract lobbying firms COUNTY engages to provide federal legislative and executive representation services.

## ARTICLE 3

### TERM AND TIME OF PERFORMANCE

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall end on September 30, 2014 or the end of the 113<sup>th</sup> Congress, whichever is later; provided, however, if the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.
- 3.2 COUNTY shall have the option to renew this Agreement for two additional two (2) year periods. 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.
- 3.3 All duties, obligations, and responsibilities of LOBBYIST required by this Agreement shall be completed no later than September 30, 2014 or the end of the 113<sup>th</sup> Congress, whichever is later. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

## ARTICLE 4

### COMPENSATION

- 4.1 COUNTY agrees to pay LOBBYIST, in the manner specified in Section 4.2, the total amount of Twelve Thousand Five Hundred Dollars (\$12,500) per month for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by LOBBYIST as full compensation for all such work. Any partial month shall be paid on a pro rata basis; such amount to be rounded upwards to the nearest whole dollar. 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. No amount shall be paid to LOBBYIST to reimburse its expenses.

### 4.2 METHOD OF BILLING AND PAYMENT

- 4.2.1 LOBBYIST may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one 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. Invoices shall designate the nature of the services performed.

- 4.2.2 COUNTY shall pay LOBBYIST within thirty (30) calendar days of receipt of LOBBYIST's proper invoice, 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.
- 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 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 LOBBYIST at:

Gephardt Government Affairs, LLC  
1101 K Street, NW, Suite 310  
Washington DC, 20005

## ARTICLE 5

### INDEMNIFICATION

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 from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, 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, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action or demand, LOBBYIST shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The provisions and obligations 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 6

### EVALUATION

In accordance with Board policy, LOBBYIST'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 LOBBYIST'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 LOBBYIST will be independently assessed. The evaluation tool will be substantially similar in form as Exhibit "C", attached to this Agreement.

## 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 or safety. 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, LOBBYIST'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 the LOBBYIST 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 the LOBBYIST 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, LOBBYIST shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. LOBBYIST acknowledges and agrees that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are, hereby acknowledged by LOBBYIST, for COUNTY's right to terminate this Agreement for convenience.
- 7.5 In the event this Agreement is terminated for any reason, any amounts due LOBBYIST shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Section 9.1 of Article 9.

## ARTICLE 8

### EEO COMPLIANCE

LOBBYIST 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. LOBBYIST shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. 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.

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

By execution of this Agreement, LOBBYIST 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 LOBBYIST all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

## 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, LOBBYIST 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 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.

#### 9.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of LOBBYIST and its subcontractors that are related to this Project. LOBBYIST 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 LOBBYIST 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, LOBBYIST or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

LOBBYIST 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 LOBBYIST's and its subcontractors' records, LOBBYIST 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 LOBBYIST 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.

### 9.3 PUBLIC ENTITY CRIME ACT

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

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.

### 9.4 INDEPENDENT CONTRACTOR

LOBBYIST is an independent contractor under this Agreement. Services provided by LOBBYIST pursuant to this Agreement shall be subject to the supervision of LOBBYIST. In providing such services, neither LOBBYIST nor its agents shall act as officers, employees, or agents of COUNTY. Neither party shall contract on behalf of or in the name of the other party. No partnership, joint

venture, or other joint relationship is created hereby. COUNTY does not extend to LOBBYIST or LOBBYIST's agents any authority of any kind to bind COUNTY in any respect whatsoever.

#### 9.5 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 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 electronic mail, or 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:

Edward G. Labrador, Esq., Director  
Office of Intergovernmental Affairs and Professional Standards  
Governmental Center, Room 426  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

##### FOR LOBBYIST:

Sharon Daniels, Senior Vice President  
Gephardt Government Affairs, LLC  
1101 K Street, NW, Suite 310  
Washington DC, 20005

#### 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.

COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by LOBBYIST of this Agreement or any right or interest herein without COUNTY's written consent.

LOBBYIST 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.

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.

## 9.8 CONFLICTS

9.8.1 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, or LOBBYIST is notified by the Contract Administrator of an existing or potential adverse interest with a client of LOBBYIST, then LOBBYIST shall disclose such conflicting interest as required by Section 9.8.5 herein. 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 9.8.5, disclose the representation and provide a copy of the legislation, administrative rule, regulation, or policy to the Contract Administrator.

9.8.2 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.

9.8.3 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.

9.8.4 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.

9.8.5 LOBBYIST 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, LOBBYIST shall disclose, in writing, such interest to COUNTY within three (3) days from the date the conflict arises, or notification is provided by the Contract Administrator. 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 shall report the disclosed conflict to the Board and may take any action necessary to address the conflict of interest disclosed by LOBBYIST; provided that waiver of any conflict of interest or termination of this Agreement is expressly reserved to the Board.

9.8.6 In the event this Agreement is terminated pursuant to Section 8.5 or Article 7, LOBBYIST agrees, upon request of COUNTY, to assist COUNTY in obtaining the services of qualified individuals to perform the services identified in Article 2.

9.8.7 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.

## 9.9 MATERIALITY AND WAIVER OF BREACH

COUNTY and LOBBYIST 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

LOBBYIST 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 LOBBYIST 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, LOBBYIST 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 LOBBYIST 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 SUBCONTRACTING

9.17.1 Except as provided in this Agreement, LOBBYIST shall not enter into any subcontracting agreement with a third party to render services contemplated by this Agreement. Any violation of this provision shall not confer rights in favor of anyone and shall be void.

9.17.2 COUNTY, at its sole discretion, may allow LOBBYIST to enter into subcontract agreements with other firms, qualified personnel, consultants, or experts, as necessary, to provide specific technical assistance with respect to the services to be performed pursuant to Article 2. LOBBYIST shall provide a written notice to Contract Administrator of its intent to subcontract. Such notice shall state: 1) the name, address, and telephone number of the subcontractor; 2) its qualifications and experience of the subcontractor; 3) a list of current clients of the subcontractor; and 4) a copy of the proposed subcontract. The notice shall also include a statement from the prospective subcontractor certifying, under oath, that it does not

currently represent any client whose interest is currently adverse to the interest of the COUNTY. LOBBYIST shall not enter into or cancel any approved subcontract agreement without prior written notice to, and consent of, COUNTY.

- 9.17.3 COUNTY shall not be obligated in any respect to any subcontractor for the payment of any compensation or reimbursement of expenses. Any subcontract agreement entered into by LOBBYIST shall be subject to all provisions of this Agreement, except that nothing in such subcontract agreement or this Agreement shall create any right to payment by COUNTY or any obligation upon COUNTY to pay for subcontracted services rendered, or otherwise require the COUNTY to exceed the total monthly compensation amount stated in Article 4 of this Agreement.

#### 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 LOBBYIST 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

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached 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 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 LOBBYIST shall serve as LOBBYIST'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.

9.22 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, 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.

9.23 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 \_\_\_\_ day of \_\_\_\_\_, 2013, and LOBBYIST, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

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

By \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2013

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_  
\_\_\_\_\_  
(Date)  
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND GEPHARDT GOVERNMENT  
AFFAIRS, LLC, FOR FEDERAL LEGISLATIVE AND EXECUTIVE REPRESENTATION  
SERVICES

**LOBBYIST**

**GEPHARDT GOVERNMENT AFFAIRS**

WITNESSES:

By \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
\_\_\_\_\_  
(type or print name)

\_\_\_\_\_  
\_\_\_\_\_  
(type or print name)

## **EXHIBIT A**

### **SCOPE OF SERVICES**

1. Provide a full range of professional lobbying services and advocacy before legislative and executive branches of the federal government and their respective departments, agencies, offices, committees, and other federal governmental units with respect to all matters contained within County's federal legislative program, federal subject areas and issues identified in Exhibit B, assigned executive branch projects, and other issues or projects of the County as assigned by the Contract Administrator or designee.
2. Advocate the County's federal legislative program, secure sponsors for necessary bills, amendments, and resolutions, monitor legislation and administrative rules and regulations, and identify other areas of interest and concern to the County, including but not limited, any matters falling within the federal subject areas and issues identified in Exhibit B.
3. Identify grants and other types of funding which may be available to assist the County in its infrastructure and programmatic investments, and advocate those interests and concerns on behalf of the County.
4. Confer with County Commissioners, the County Administrator, the Director of Intergovernmental Affairs and Professional Standards (OIAPS), Department/Office Directors, and such other county personnel as the County Administrator, or his or her designee, may designate on all organizational planning and program activity that may impact the County's ability to make the best use of federal programs.
5. Confer with the County regarding any proposed formula changes in federal programs to determine their impact on the County and take the necessary steps, including advocating formula changes for the County, as determined by the County Administrator, or his or her designee.
6. Confer with County Commissioners, County Administrator, Contract Administrator, Intergovernmental Affairs staff and such other persons designated by 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.
7. Arrange meetings for County Commissioners, County officials, and Intergovernmental Affairs staff with members and officials of the Legislative and Executive Branch of the federal government and other entities as necessary, including meetings with members of Congress in leadership positions, key legislative committee members, and executive branch leaders and key officials within the Administration and federal agencies.
8. Identify opportunities for Broward County officials to appear before congressional committees and members of Congress to testify or discuss issues of concern to the County and to provide research materials, written testimony, or other assistance, if requested, for use by County officials in conjunction with their appearances or meetings.
9. Monitor and review federal executive proposals, proposed and adopted administrative rules and regulations, legislation under consideration, and other developments for the

purpose of advising the County on items that may impact county policies and/or programs or which may potentially benefit the County, including but not limited, any matters falling within the federal subject areas and issues identified in Exhibit B..

10. Be available on a 24-hour basis during any congressional session, and at other times as requested to: assist in writing, interpreting, and monitoring legislation, agency rules and regulations; drafting legislation, amendments, report language, position papers, testimony and other documents; obtaining documentation and research materials; and securing sponsors for bills, amendments, resolutions, report language and other legislation, as necessary to accomplish County's legislative and executive branch goals.
11. Upon request of the County Administrator, OIAPS Director, or his or her designee, as applicable, review and comment on the County's proposals which are being prepared for submission to Congress, the Administration, and/or federal agencies.
12. On the County's behalf, establish and maintain contacts with federal agencies, supervise, and monitor county funding applications under consideration by such agencies.
13. Integrate efforts with the County's Office of Intergovernmental Affairs and Professional Standards to ensure strong and consistent advocacy of the County's federal legislative program and projects before Congress, the Administration, and/or federal agencies.
14. Prepare and submit written reports, as required by the Contract Administrator, regarding the status of assigned issues and projects, and describing the activities undertaken and progress made to achieve such matters, including weekly or monthly status reports, end-of-session reports, and/or issue-specific reports relating to any County legislative or executive branch issue or project assigned.
15. Provide such other services and representations as are typically performed or provided by governmental lobbyists, as designated by the County Administrator, OIAPS Director, or his or her designee, as applicable. Such services may include, but are not limited to, participation in associations or coalitions with similar objectives as the County, including the National Association of Counties (NACo) and NACo's Large Urban County Caucus (LUCC), and coordinating activities with lobbying representatives of other public or private entities where issues of common interest exist and such a coordinated lobbying effort will benefit the County.

## **EXHIBIT B**

### **FEDERAL SUBJECT AREAS/ISSUES**

- a) Appropriations/Project Funding
- b) Transportation Issues/Transit Funding
- c) Aviation Policy Issues/Funding
- d) Seaport Policy Issues/Funding
- e) Environmental Policy Issues/Permitting
- f) Everglades Restoration
- g) Human Services Issues/Funding
- h) Justice and Public Safety
- i) Business Development/Green Initiatives
- j) Finance and Taxation
- k) Consumer Services and Insurance Issues
- l) Public Works-General/Funding
- m) Water & Wastewater Infrastructure Projects Funding
- n) Local Government Preemption
- o) Economic Development/Int'l. Trade Issues
- p) Tourism/Commerce
- q) Human Resources/Employee Benefits
- r) Health Care Policy and Funding/Medicaid
- s) Housing & Community Development
- t) Telecommunications/E-Commerce
- u) Unfunded Mandates/Home Rule Authority Protection
- v) Solid Waste/Recycling/Waste to Energy
- w) Emergency Management/Disaster Preparedness and Recovery/Funding
- x) Federal Courts Issues/Funding
- y) Parks and Recreation
- z) Climate Impacts/Policy Issues/Funding
- aa) Air/Water Quality Issues/Funding
- bb) Immigration Policy
- cc) Energy Issues/Funding
- dd) Arts and Culture Issues/Funding

ee) Homeland Security Issues/Funding

ff) Beach Nourishment/Shore Protection Project Funding/Policy Issues

gg) Water Resources Development Act (WRDA) Legislation

hh) Harbor Maintenance Trust Fund Issues

## Broward County Federal Legislative Lobbyist Evaluation Matrix – 113<sup>th</sup> Congress

[illegible]

**Exhibit C**

**Firm Name: Gephardt Government Affairs, LLC**

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**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: \_\_\_\_\_

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\_\_\_\_\_ .

General Rating # or Specific Assigned Issue: \_\_\_\_\_

Explanation: \_\_\_\_\_

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General Rating # or Specific Assigned Issue: \_\_\_\_\_

Explanation: \_\_\_\_\_

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