



AGREEMENT BETWEEN BROWARD COUNTY AND GREENBERG TRAURIG, P.A., FOR FEDERAL LEGISLATIVE AND EXECUTIVE BRANCH REPRESENTATION SERVICES

This agreement (“Agreement”) is between Broward County, a political subdivision of the State of Florida (“County”), and Greenberg Traurig, P.A., a Florida corporation (“Lobbyist”) (County and Lobbyist are also sometimes referred to as a “Party” and collectively referred to as the “Parties”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3. **Code** means the Broward County Code of Ordinances.
- 1.4. **Contract Administrator** means the County Administrator, Deputy County Administrator, the Intergovernmental Affairs Manager, or such other person designated by the County Administrator in writing.
- 1.5. **County Attorney** means the chief legal counsel of County appointed by the Board, and includes any Deputy County Attorney, Senior County Attorney, or Assistant County Attorney acting on behalf of the County Attorney on matters relating to this Agreement.
- 1.6. **Purchasing Director** means County’s Director of Purchasing.
- 1.7. **Services** means all work Lobbyist must perform under this Agreement, including without limitation all deliverables, consulting, professional lobbying services and advocacy, and other services specified in Article 3, Exhibit A, and Exhibit B. The Services are deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Lobbyist impractical, illogical, or unconscionable.
- 1.8. **Subcontractor** means an entity or individual providing Services to County through Lobbyist. The term “Subcontractor” shall include all subconsultants.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A Scope of Services

ARTICLE 3. SCOPE OF SERVICES

Lobbyist shall perform all Services during the Agreement Term on a nonexclusive basis for County. Lobbyist acknowledges and agrees that it will receive specific lobbying assignments from the Contract Administrator, which assignments may be expanded, modified, or removed as necessary to accomplish the goals of County and are deemed to be within the definition of Services.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. The initial term of this Agreement shall begin retroactively on May 1, 2021 (“Effective Date”) and shall end on September 30, 2025 (“Initial Term”), unless otherwise terminated or extended as provided in this Agreement. The Initial Term, Extension Term(s), and any Additional Extension, as those terms are defined in this article, are collectively referred to as the “Term.”

4.2. Extensions. County may extend this Agreement for up to two (2) additional one (1) year terms (each an “Extension Term”) on the same rates, terms, and conditions stated in this Agreement by sending written notice to Lobbyist at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise any Extension Term(s), and notice of same to Lobbyist by electronic mail alone shall be effective and sufficient.

4.3. Additional Extension. If the Purchasing Director determines, in their sole discretion, that unusual or exceptional circumstances render the exercise of an Extension Term not practicable, or that no Extension Term remains available and expiration of this Agreement would result in a gap in necessary Services, then the Purchasing Director may extend this Agreement for period(s) not to exceed three (3) months in the aggregate (“Additional Extension”) on the same rates, terms, and conditions as existed at the end of the then-current term. The Purchasing Director may exercise the Additional Extension by written notice to Lobbyist at least thirty (30) days prior to the end of the then-current term stating the duration of the Additional Extension. The Additional Extension must be within the authority of the Purchasing Director or otherwise authorized by the Board.

4.4. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

4.5. Time of the Essence. Time is of the essence in performing Lobbyist’s duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. COMPENSATION

5.1. Maximum Amounts For all Services provided under this Agreement, County will pay Lobbyist up to a maximum amount as follows:

| Categories | Not-To-Exceed Amount |
|----------------------------|--------------------------|
| Monthly Fee for Services | \$5,000/month |
| TOTAL NOT TO EXCEED | \$60,000/annually |

Payment shall be made only for Services actually performed and completed pursuant to this Agreement, with the amounts itemized above being accepted by Lobbyist as full compensation for all such Services. Lobbyist acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Lobbyist for the Services. These amounts, however, do not constitute a limitation of any sort upon Lobbyist's obligation to perform all Services.

5.2. Method of Billing and Payment.

5.2.1. Lobbyist may submit invoices for compensation no more often than on a monthly basis. An electronic invoice is due within ten (10) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. All invoices must be sent to intergovernmental@broward.org, along with a copy to the Intergovernmental Affairs/Boards Section Manager. Notwithstanding the fact that Lobbyist is paid a flat monthly fee for the Services, all invoices must specify in detail the Services performed and the personnel, hours, tasks, or other details as requested by the Contract Administrator.

5.2.2. County shall pay Lobbyist within thirty (30) days of receipt of Lobbyist's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, of the Code. To be deemed proper, all invoices must: (a) comply with all applicable requirements, whether set forth in this Agreement or the Code; and (b) be submitted on the then-current 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. Payment shall be made to Lobbyist at the address designated in the Notices section.

5.2.3. Lobbyist shall pay its approved Subcontractor(s) within fifteen (15) days following receipt of payment from County for such subcontracted work. Failure to pay a Subcontractor in accordance with this subsection shall be a material breach of this Agreement, unless Lobbyist demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor, and, further, Lobbyist promptly pays the applicable amount(s) to the Subcontractor upon resolution of the dispute. Lobbyist shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractor.

5.3. Reimbursable Costs and Expenses. Lobbyist shall not be reimbursed for any costs or expenses it incurs in connection with the performance of Services under this Agreement.

5.4. Subcontractors. Lobbyist shall be solely responsible for all compensation and reimbursable expenses to any Subcontractor. County shall not be obligated in any respect to any Subcontractor for the payment of any compensation or reimbursement of expenses.

5.5. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. Lobbyist represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Lobbyist, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Lobbyist has with any third party or violates Applicable Law. Lobbyist further represents and warrants that execution of this Agreement is within Lobbyist's legal powers, and each individual executing this Agreement on behalf of Lobbyist is duly authorized by all necessary and appropriate action to do so on behalf of Lobbyist and does so with full legal authority.

6.2. Contingency Fee. Lobbyist represents and warrants that it has not employed or retained any person or entity, 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 or entity, 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.

6.3. Public Entity Crime Act. Lobbyist represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that statute. Lobbyist further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, 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.

6.4. Discriminatory Vendor and Scrutinized Companies Lists. Lobbyist represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Lobbyist represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Lobbyist represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.5. Warranty of Performance. Lobbyist represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required Services, and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Lobbyist represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such Services.

6.6. Verification of Employment Eligibility. Lobbyist represents that Lobbyist and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Lobbyist violates this section, County may immediately terminate this Agreement for cause and Lobbyist shall be liable for all costs incurred by County due to the termination.

6.7. Prohibited Telecommunications. Lobbyist represents and certifies that Lobbyist and all Subcontractors do not use, and for the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

6.8. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Lobbyist represents and certifies that Lobbyist will comply with Section 26-125(d) of the Code for the duration of the Term.

6.9. Entities of Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of Lobbyist hereby attests under penalty of perjury as follows: Lobbyist is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Lobbyist; and the undersigned authorized representative of Lobbyist declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

6.10. Breach of Representations. Lobbyist acknowledges that County is materially relying on the representations, warranties, and certifications of Lobbyist stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; termination of this Agreement without any further liability to Lobbyist; (c) set off from any amounts due Lobbyist the full amount of any damage incurred; and (d) debarment of Lobbyist.

ARTICLE 7. INDEMNIFICATION

Lobbyist shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Lobbyist, or any intentional, reckless, or negligent act or omission of Lobbyist, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Lobbyist shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Lobbyist under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. TERMINATION

8.1. Termination for Convenience; Other Termination. This Agreement may be terminated for convenience by the Board, which shall be effective on the termination date stated in the written notice provided by County provided said termination date is not less than fifteen (15) days after the date of such written notice. Lobbyist acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are acknowledged by Lobbyist, for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to Lobbyist of such termination in accordance with this section. This Agreement may also be terminated by County upon at least thirty (30) days' prior written notice by the Contract Administrator, or by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

8.2. Payment Post-Termination. If this Agreement is terminated by County pursuant to this article, Lobbyist shall be paid for any Services properly performed through the termination date specified in the notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County shall have no further obligation to pay Lobbyist for Services under this Agreement.

8.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

8.4. Reservation of Rights and Remedies. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to Contractor's failure to comply with any term(s) of this Agreement.

ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY

9.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, or subcontracting work in the performance of this Agreement, and shall not otherwise unlawfully discriminate in violation of Chapter 16½ of the Code. Lobbyist shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act of 2008, including Titles I and II of the ADA, including all applicable regulations, guidelines, and standards. Lobbyist shall include the foregoing or similar language in its contracts with any Subcontractors.

ARTICLE 10. CONFLICT OF INTERESTS

10.1. Lobbyist represents that, upon the execution of this Agreement and continuing throughout the Agreement Term, the representations stated herein are true and correct. If any of the following representations become at any time not true, Lobbyist shall immediately provide written notice of same to the Contract Administrator.

10.1.1. Neither Lobbyist nor its employees 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 and care related to its performance under this Agreement. During the Agreement Term, none of Lobbyist's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Lobbyist is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of his or her expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Lobbyist or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Lobbyist is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services, Lobbyist shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Lobbyist.

10.1.2. Lobbyist 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), of the Code.

10.1.3. 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 10.3. 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 10.3, disclose the representation and provide a copy of the legislation, administrative rule, regulation, or policy to the Contract Administrator.

10.2. If Lobbyist is permitted to utilize Subcontractors, Lobbyist shall include in their written agreements that the Subcontractor is prohibited from having any conflicts as described in this article.

10.3. Lobbyist further agrees that, in the performance of this Agreement, if any conflict of interest arises, including any adverse interest identified pursuant to Sections 10.1 through 10.2, Lobbyist shall disclose, in writing, such interest to County within three (3) days after the date the conflict arises, or within three (3) days after Lobbyist receives verbal or written notification from the Contract Administrator of an existing or potential adverse interest with a client of Lobbyist under Section 10.1.3. 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. The Contract Administrator shall report the disclosed conflict to the Board. The Board may, in its sole discretion, take any action it deems appropriate, such as termination of this Agreement or waiver of the conflict, to address the conflict of interest disclosed by Lobbyist. **Waiver of any conflict of interest is expressly reserved to the Board.** Except with regard to members of Lobbyist's firm performing services under this Agreement, Lobbyist representing other parties in land use, land development, or public finance matters shall not be considered to be adverse to County, and Lobbyist is not required to seek a waiver for said matters before County staff, County advisory boards, or the Board.

10.4. If this Agreement is terminated pursuant to Section 10.3 or Article 8, Lobbyist agrees, upon request of County, to assist County in obtaining the services of qualified individuals to perform the Services.

10.5. Lobbyist agrees that during the Term, neither Lobbyist, its officers, employees, agents, or other persons providing services under this Agreement will personally represent any persons or entity, irrespective of compensation, before the Board. This limitation shall not apply when the United States Congress is in recess.

10.6. By January 1 of each year, Lobbyist must submit, and cause each Subcontractor to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of

the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Lobbyist to manage and supervise the performance of this Agreement. Lobbyist acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Lobbyist in connection with performing Services, whether finished or unfinished (“Documents and Work”), shall be owned by County, and Lobbyist hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Lobbyist to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Lobbyist may be withheld until all Documents and Work are received as provided in this Agreement. Lobbyist shall ensure that the requirements of this section are included in all Lobbyist’s agreements with Subcontractor(s).

11.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Lobbyist is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Lobbyist shall:

11.3.1. Keep and maintain public records required by County to perform the Services;

11.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

11.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

11.3.4. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Lobbyist or keep and maintain public records required by County to perform the Services. If Lobbyist transfers the records to County, Lobbyist shall destroy any duplicate public records that are exempt or confidential and exempt. If Lobbyist keeps and maintains the public records, Lobbyist shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Lobbyist receives a request for public records regarding this Agreement or the Services, Lobbyist must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Lobbyist must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Lobbyist contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Lobbyist asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Lobbyist must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Lobbyist must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Lobbyist as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Lobbyist, or the claimed exemption is waived. Any failure by Lobbyist to strictly comply with the requirements of this section shall constitute Lobbyist’s waiver of County’s obligation to treat the records as Restricted Material. Lobbyist must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF LOBBYIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LOBBYIST’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7575, INTERGOVERNMENTAL@BROWARD.ORG, MAIN LIBRARY, 8TH FLOOR, 100 S. ANDREWS AVE., FORT LAUDERDALE, FLORIDA 33301.

11.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Lobbyist and all Subcontractors that are related to this Agreement. Lobbyist and all Subcontractors shall keep such books, records, and accounts as may be necessary

to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts 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 and all Subcontractors shall make same available in written form at no cost to County. Lobbyist shall provide County with reasonable access to Lobbyist's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Lobbyist and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Lobbyist expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Lobbyist hereby grants County the right to conduct such audit or review at Lobbyist's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Lobbyist shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

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. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Lobbyist.

Lobbyist shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

11.5. Independent Contractor. Lobbyist is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Lobbyist nor its agents shall act as officers, employees, or agents of County. Lobbyist shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

11.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign

immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

11.8. Third-Party Beneficiaries. Neither Lobbyist nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge 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.

11.9. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Intergovernmental Affairs/Boards Section

Attn: C. Marty Cassini

Main Library – 8th Floor, 100 S. Andrews Avenue, Fort Lauderdale, Florida 33301

Email address: mcassini@broward.org

FOR LOBBYIST:

Fred E. Karlinsky, Shareholder

401 East Las Olas Boulevard, Suite 2000, Fort Lauderdale, Florida 33301

Email address: karlinsky@gtlaw.com

11.10. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Lobbyist without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

11.10.1. County may, in its sole discretion, authorize Lobbyist to enter into additional subcontract agreements with other firms, qualified personnel, consultants, or experts, as necessary, to provide specific technical assistance with respect to the Services. Prior to entering into any such subcontracting agreements, Lobbyist shall provide written notice to the Contract Administrator. The notice must state: 1) the Subcontractor's name, address, and telephone number; 2) a detailed description of the Subcontractor's qualifications and experience; 3) a complete list of the Subcontractor's current clients;

and 4) a copy of the proposed subcontract. The notice must 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 interests of County. All Subcontractor agreements must be reviewed and approved by the Contract Administrator and County Attorney.

11.10.2. Lobbyist shall include in its agreements with all Subcontractors a statement that such subcontracting agreement is subject to all provisions of this Agreement. Lobbyist may not terminate any approved Subcontractor agreement without at least ten (10) days prior written notice to, and written consent from, the Contract Administrator.

11.11. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. 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. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

11.12. Compliance with Laws. Lobbyist and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.13. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.14. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.15. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.16. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.17. Law, 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. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.18. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Lobbyist.

11.19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.20. Payable Interest.

11.20.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Lobbyist for any reason, whether as prejudgment interest or for any other purpose, and Lobbyist waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.20.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.21. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.22. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

11.23. Use of County Name or Logo. Lobbyist shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

11.24. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Lobbyist certifies that it has and will maintain a drug-free workplace program throughout the Term.

11.25. Polystyrene Food Service Articles. Lobbyist shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

11.26. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Lobbyist, Lobbyist hereby attests under penalty of perjury that Lobbyist does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Lobbyist declares that they have read the foregoing statement and that the facts stated in it are true.

(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 _____, 2024; and Lobbyist, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600


By: _____
René D. Harrod (Date)
Chief Deputy County Attorney

RDH
Greenberg Lobbying Contract
10/29/2024
#544622v7

**AGREEMENT BETWEEN BROWARD COUNTY AND GREENBERG TRAURIG, P.A., FOR FEDERAL
LEGISLATIVE AND EXECUTIVE BRANCH REPRESENTATION SERVICES**

LOBBYIST

GREENBERG TRAURIG, P.A.

By: 

Authorized Signer

Fred Karlinsky/Shareholder

Print Name and Title

9th day of October, 2024

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 County as assigned by the Contract Administrator or designee.
2. Advocate 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 County, including but not limited to, any matters falling within the federal subject areas and issues identified in Exhibit B.
3. Identify appropriations, grants and other types of funding, including funding accessible through executive agency workplans, which may be available to assist County in its infrastructure and programmatic investments, and advocate those interests and concerns on behalf of County.
4. Confer with County Commissioners, the County Administrator, the Manager of the Intergovernmental Affairs/Boards Section of the Office of the County Administrator, 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 County's ability to make the best use of federal programs.
5. Confer with County regarding any proposed formula changes in federal programs to determine their impact on County and take the necessary steps, including advocating formula changes for County, as determined by the Contract 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 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 key committee staff, and executive branch leaders and key officials within the Administration and federal agencies. Unless otherwise directed by the Contract Administrator, Lobbyist shall attend all meetings it arranges for County officials and staff.

8. Identify opportunities for Broward County officials to appear before Congressional committees and members of Congress to testify or discuss issues of concern to 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 County on items that may impact County policies and/or programs or which may potentially benefit 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 Contract Administrator, Intergovernmental Affairs Manager, or his or her designee, as applicable, review and comment on County's proposals which are being prepared for submission to Congress, the Administration, and/or federal agencies.
12. On 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 County's Intergovernmental Affairs/Board Section to ensure strong and consistent advocacy of 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 as provided in Exhibit C, 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, Contract Administrator, the Intergovernmental Affairs Manager, 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 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 County.

EXHIBIT B - Federal Subject Areas/Issues

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

- ff) Customs and Border Protection Staffing/ Policy Issues/Funding
- gg) Energy Policy Issues/Funding
- hh) Arts and Culture Issues/Funding
- ii) Homeland Security Policy Issues/Funding
- jj) Beach Nourishment/Shore Protection Projects/Policy Issues/Funding
- kk) Water Resources Development Act (WRDA) Legislation
- ll) Harbor Maintenance Taxes/Trust Fund Policy Issues/Funding
- mm) Federal Agency Regulations/Streamlining
- nn) As assigned, activities associated with County's Port Everglades and Beach Nourishment/Shore Protection projects including, but not limited to: Advocacy before the U.S. Department of Defense, Department of the U.S. Army, and the U.S. Army Corps of Engineers (Corps); appropriations, credits, and reimbursements; authorizations; studies; permitting; preconstruction engineering design and construction activities; Project Participation Agreements and amendments thereto; and participation in meetings/calls with Corps officials and staff, including Corps officials and staff at Corps Headquarters, South Atlantic Division, and Jacksonville District.

Please use and submit this completed form when providing us with updates.

Lobbyist

Issues discussed *(includes bills, amendments, projects, and member meetings) (brief summary about how it affects the County)*

Follow Up/Conclusion
