



**AGREEMENT BETWEEN BROWARD COUNTY AND FLORIDIAN PARTNERS, LLC, FOR
STATE LEGISLATIVE AND EXECUTIVE BRANCH REPRESENTATION SERVICES**

This Agreement (“Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and Floridian Partners, LLC, a Florida Limited Liability Company, (“Lobbyist”) (County and Lobbyist are also sometimes referred to as a “Party” or 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. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **Contract Administrator** means the County Administrator, Deputy County Administrator, the Intergovernmental Affairs Manager, or such other person designated by the County Administrator in writing.
- 1.3. **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.
- 1.4. **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, or 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.
- 1.5. **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
Exhibit B	Federal Subject Areas/Issues
Exhibit C	Client List
Exhibit D	Lobbyist Weekly/Monthly Report

Monthly Fee for Services during Agreement Term	\$ 3,000.00 per month
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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 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, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must 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 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 Expenses. Lobbyist shall not be reimbursed for any expenses it incurs 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.

6.6. Breach of Representations. In entering into this Agreement, Lobbyist acknowledges that County is materially relying on the representations and warranties of Lobbyist stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Lobbyist, to deduct from the compensation due Lobbyist under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all sums paid to Lobbyist under this Agreement. Furthermore, a false representation may result in debarment from County's competitive procurement activities.

ARTICLE 7. INDEMNIFICATION

Lobbyist shall indemnify, hold harmless, and defend County and all of County's officers, agents, servants, 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, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Lobbyist, its officers, employees, agents, or servants, 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 against each such Claim by 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. 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 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. This Agreement may 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 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.

8.2. Payment Post-Termination. If this Agreement is terminated for convenience by County, Lobbyist shall be paid for any Services properly performed under this Agreement, with the monthly amount prorated through the termination date specified in the written notice of termination.

8.3. Reservation of Rights and Remedies. In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

Lobbyist shall disclose such conflicting interest as required by Section 10.4. 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 10.4, disclose the representation and provide a copy of the legislation, administrative rule, regulation, or policy to the Contract Administrator.

10.2. In addition to the requirements contained in Section 10.1 (and all subsections thereof), Lobbyist agrees not to lobby the Legislature, Governor, or Cabinet on behalf of any municipal government, individual, or other organization, or be employed or retained by any municipal government, individual, or other organization, or to hire any Subcontractor or subordinate to lobby with regard to any annexation matter that conflicts with either or both of the following: (a) County's policy on annexation as adopted by the Board; or (b) the Board's annual legislative program.

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

10.4. 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 10.3, 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 or termination of this Agreement is expressly reserved to the Board.**

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

10.6. Lobbyist agrees that during the Agreement Term, neither Lobbyist, its officers, employees, agents, nor any other person providing Services, will personally represent any person or entity, irrespective of compensation, before the Board during any regular session, extended session, and/or special session of the Florida Legislature. This prohibition shall apply to all direct lobbying before the Board, and any communication, whether verbal or written, with any member of the Board, made in connection with Lobbyist's direct or indirect representation of a client on any matter that is scheduled for or pending consideration before the Board during the proscribed

Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

11.3.4. Upon completion 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 comply with applicable public records law. 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 applicable requirements 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.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Lobbyist will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Lobbyist contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Lobbyist must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Lobbyist as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Lobbyist. Lobbyist shall 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 the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

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 its Subcontractor that are related to this Agreement. Lobbyist and its Subcontractor shall keep such books, records, and accounts as may be necessary in order 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 or its Subcontractor shall make same available in written form at no cost to County.

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. In order for a 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 e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Intergovernmental Affairs/Boards Section
Office of the County Administrator
Attn: C. Marty Cassini
Main Library – 8th Floor
100 S. Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: mcassini@broward.org

FOR LOBBYIST:

Jorge Chamizo, Partner
Floridian Partners, LLC
108 S. Monroe Street
Tallahassee, FL 32301
Email address: jorge@flapartners.com

11.10. Assignment. Except for subcontracting approved by County in accordance with this Agreement, 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 attempted assignment by Lobbyist without written consent of County is void. In addition to any other rights or claims that County may have, if Lobbyist violates this provision, County shall have the right to immediately terminate this Agreement.

11.11. Subcontracting. Except as provided in this Agreement, Lobbyist shall not enter into any agreement with a Subcontractor.

11.11.1. In addition to the approved Subcontractors stated in Section 11.11, 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

11.17. 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 of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.18. 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. **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.**

11.19. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Lobbyist.

11.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. If, as of the date of execution of this Agreement, County has already paid Lobbyist any amounts pursuant to any prior agreement, which payments relate to any period of time during the Initial Term, the total of such payments shall be fully credited towards amounts County would have otherwise been required to pay Lobbyist pursuant to this Agreement.

11.21. Payable Interest

11.21.1. Payment of Interest. County shall not be liable to pay any interest to Lobbyist 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 arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

11.21.2. 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).

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 County Administrator, authorized to execute same by Board action on the 29th day of January, 2019, and Lobbyist, signing by and through its Partner, duly authorized to execute same.

COUNTY

ATTEST: [Signature]
Witness **TAMARA BRANNON**

Print Name

[Signature]
Witness **JODI GARDNER**

Print Name



BROWARD COUNTY, by and through its County Administrator
By: [Signature]
1st day of March, 2019

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

By: [Signature] 2/21/19
Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

By: [Signature] 2/22/19
René D. Harrod (Date)
Deputy County Attorney

NAK/EGL
Floridian Partners Lobbying Agreement
02/10/2019



Exhibit A – Scope of Services

1. Provide a full range of professional lobbying services and advocacy before the Florida Legislature, the Governor, the Cabinet, and executive departments, agencies, offices, commissions, and other governmental units of the State of Florida with respect to all of County's legislative and regulatory interests including, but not limited to, the Subject Areas listed in Exhibit B; matters contained within County's State legislative program; assigned executive branch projects; and other issues or projects of the County as assigned by the Contract Administrator or designee.
2. Effectively communicate County's State legislative program and issues to members of the Legislature, Governor, Cabinet, and executive departments, agencies, offices, commissions and other governmental units of the State of Florida.
3. Upon request, arrange meetings for County Commissioners, County officials, and staff from the Intergovernmental Affairs/Boards Section (IABS) of the Office of the County Administrator with members and officials of the Legislative and Executive Branch of State government and other entities as necessary, including members of the Legislature in leadership positions, key legislative committee members and staff, and executive branch leaders and key officials within the Governor's Office, Cabinet, and State agencies.
4. Be available on a 24-hour basis during any regular session, extended session, or special session, committee week, and at other times as requested, to: assist in writing, interpreting, and monitoring legislation, agency rules and regulations; drafting legislation, amendments, proviso language, position papers, and testimony; obtaining documentation and research materials; and securing sponsors for bills, amendments, resolutions, proviso language and other legislation, as necessary to accomplish County's legislative and executive branch goals.
5. Identify and discuss with County any areas of potential concern or opportunity for obtaining passage of County's legislative priorities, other issues in the State legislative program, and executive branch issues or projects assigned to Lobbyist.
6. Attend weekly team strategy meetings, legislative committee meetings, briefings, and hearings, during session and interim committee weeks, and report on all matters assigned; and participate in meetings, conference calls, and provide verbal or written reports to County at other times, as directed by the Contract Administrator or designee.
7. Integrate efforts with the County's IABS to ensure strong, consistent legislative advocacy of County's legislative and executive branch priorities, issues and projects.
8. Consult with County Commissioners, County Administrator, Contract Administrator, 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.
9. Prepare and submit written reports, as required by the Contract Administrator, regarding the status of assigned issues and projects, progress made to achieve such matters, including regular weekly status reports, as provided in Exhibit D, during session and interim committee weeks, an end-of-session report upon the conclusion of any regular or special session; and a report relating to any County legislative or executive branch issue or project assigned.

Exhibit C – Client List

SEE ATTACHED LIST THAT FOLLOWS

Marriott Vacations - Grande Vista

Metro Traffic School

National Strategies - Citelum

NCCI

New Directions

North Broward Hospital District

Novitex

Payer Pro

PEW

Publix

Reviver

Seminole Tribe

Solarus

St. Joe

Summit

Tampa Electric Co. TECO

TracFone

US Chamber Institute of Legal Reform

US Sugar

Wellmerica, LLC