AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

REVISED

Meeting Date	Open Agenda	Special Order Request	Agenda Item Number
6/24/14	X Yes ___ No	___ Yes X No	EE-7

TITLE: **RFP Amendment / Additional Spending Recommendation of $500,000 or Less**
14-037V Federal and State Lobbying Services

REQUESTED ACTION: Approve the Amendment and additional spending authority for the above RFP

Extension Term	User Department	Award Amount	Vendor (s) Awarded	M/WBE Vendor(s)
July 1, 2014 through June 30, 2015 1 year	Public Relations & Governmental Affairs	$343,581	~~5~~ 4	~~McKee Communications (African-American, M/WBE Coral Springs, FL)~~ None

SUMMARY EXPLANATION AND BACKGROUND:

The School Board of Broward County, Florida (SBBC) entered into agreements with Alcalde & Fay, Ltd.; Becker & Poliakoff, P.A.; Colodny, Fass, Talenfeld, Karlinsky, Abate & Webb, P.A., ~~and McKee Communications, Inc.,~~ to provide professional federal and state lobbying services under RFP 14-037V.

It is recommended that the First Amendment to Agreement for Alcade & Fay, Ltd., be renewed for federal lobbying services for another term. This firm lobbies the legislative and executive branches of the federal government, including federal agencies, and possesses the necessary skills to counsel SBBC on strategies concerning legislative and administrative advocacy to assist SBBC in its goals of federal funding for the District.

It is recommended that the First Amendment to Agreements for Becker & Poliakoff, P.A.; Colodny, Fass, Talendfeld, Karlinsky, Abate & Webb, P.A., ~~and McKee Communications~~ be renewed for state lobbying services for another term. These firms lobby the legislative and executive branches of the Florida state government on the District's behalf.

These agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

__ •Goal 1: High Quality Instruction
X •Goal 2: Continuous Improvement
__ •Goal 3: Effective Communication

FINANCIAL IMPACT:

RFP 14-037V was approved on December 2, 2013, with a spending authority of $126,581. The current recommendation is to increase the spending authority by $217,000 to cover the spending for an additional year. This additional recommendation will provide a total spending authority of $343,581 for this contract. All expenditures for this contract will come from the existing approved Public Information Officer's budget.

EXHIBITS: (List)

1. First Amendment to Agreements
2. Approved Agenda Request Form 12/02/13 RSBM (EE-4)
3. Financial Analysis Worksheet
4. **Lobbying Efforts This Past School Year**

BOARD ACTION:

APPROVED

(For Official School Board Records' Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name	Phone
Tracy Clark	754-321-2616
Sheela VanHoose	754-321-2600
Ruby Crenshaw	754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Maurice L. Woods *M.W.*
Chief Strategy & Operations Officer
Office of Strategy & Operations

Approved in Open Board Meeting on: JUN 24 2014

By: _____ School Board Chair

Form #4189
Revised 12/12
RWR/MLW/RC/TC/SV:pg

FIRST AMENDMENT
TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this 24th day of June, 2014, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

ALCALDE & FAY, LTD
(hereinafter referred to as "ALC"),
whose principal place of business is
2111 Wilson Boulevard, 8th Floor
Arlington, VA 22201

WHEREAS, SBBC and ALC entered into an Agreement on December 2, 2013 (hereinafter referred to as Agreement); under RFP 14-037V, Federal and State Lobbying Services for the purpose of providing federal and state lobbying services for SBBC; and

WHEREAS, the Parties mutually desire to further amend certain provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. Section 2.01 of the Agreement is hereby amended as follows:

> **Term of Agreement**. The term of this Agreement will be renewed from **July 1, 2014** through **June 30, 2015**, unless terminated earlier pursuant to Section 3.04 of this Agreement. The term of this Agreement may be extended for two additional one-year periods, and, if needed, 180 days beyond the expiration date of the final renewal period. Supply Management & Logistics Department will, if considering renewing, request a letter to renew from ALC, prior to the end of the contract period. Any renewal period shall be approved by an Amendment to this Agreement.

3. Section 2.02 of the Agreement is hereby amended as follows:

Priority of Documents. In the event of a conflict between documents, the following priority of documents shall govern.

First:	This First Amendment to Agreement, then
Second:	Agreement, then
Third:	Addendum No. 3, then
Fourth:	Addendum No. 2, then
Fifth:	Addendum No. 1, then
Sixth:	RFP 14-037V – Federal and State Lobbying Services
Seventh:	Proposal submitted in response to the RFP by ALC

5. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

6. **Survival**. All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement on the date first written above.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Patricia Good, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____ 06/03/14
Office of the General Counsel

FOR ALC

(Corporate Seal)

ATTEST:

_____, Secretary

-or-

Witness

Witness

ALCADLE & FAY, LTD.

By _____
Danielle McBeth, Partner

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Virginia

COUNTY OF Arlington

The foregoing instrument was acknowledged before me this 20th day of May, 2014 by Danielle McBeth (Name of Person) of Alcalde & Fay (Name of Corporation or Agency), on behalf of the corporation/agency.

He/She is personally known to me or produced _____ (Type of Identification) as identification and did/did not first take an oath.

My Commission Expires:

(SEAL) RUSSELL TRACE ROLLER NOTARY PUBLIC REG. #7560626 MY COMMISSION EXPIRES 2/28/2017 COMMONWEALTH OF VIRGINIA

Signature – Notary Public

Trace Roller
Printed Name of Notary

7560626
Notary's Commission No.

FIRST AMENDMENT
TO AGREEMENT

24th **THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into as of this 24th day of June, 2014, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

BECKER & POLIAKOFF, P.A.
(hereinafter referred to as "BECKER"),
whose principal place of business is
3111 Stirling Road
Fort Lauderdale, Florida 33312

WHEREAS, SBBC and BECKER entered into an Agreement on December 2, 2013 (hereinafter referred to as Agreement); under RFP 14-037V, Federal and State Lobbying Services for the purpose of providing federal and state lobbying services for SBBC; and

WHEREAS, the Parties mutually desire to further amend certain provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amend Provisions**. Section 2.01 of the Agreement is hereby amended as follows:

> **Term of Agreement**. The term of this Agreement will be renewed from **July 1, 2014** through **June 30, 2015**, unless terminated earlier pursuant to Section 3.04 of this Agreement. The term of this Agreement may be extended for one additional year period, and, if needed, 180 days beyond the expiration date of the final renewal period. Supply Management & Logistics Department will, if considering renewing, request a letter to renew from BECKER, prior to the end of the contract period. Any renewal period shall be approved by an Amendment to this Agreement.

3. Section 2.02 of the Agreement is hereby amended as follows:

Priority of Documents. In the event of a conflict between documents, the following priority of documents shall govern.

First:	This First Amendment to Agreement, then
Second:	Agreement, then
Third:	Addendum No. 3, then
Fourth:	Addendum No. 2, then
Fifth:	Addendum No. 1, then
Sixth:	RFP 14-037V – Federal and State Lobbying Services
Seventh:	Proposal submitted in response to the RFP by BECKER

5. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

6. **Survival**. All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first written above.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Patricia Good, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____ 06/04/14
Office of the General Counsel

FOR BECKER

(Corporate Seal)

BECKER & POLIAKOFF, P.A.

ATTEST:

By Yolanda Cash Jackson

_____, Secretary

-or-

Colleen LaPlant
Witness

Desiree H Barnes
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 29 day of May, 2014 by Yolanda Cash Jackson of
Name of Person
Becker + Poliakoff, PA, on behalf of the corporation/agency.
Name of Corporation or Agency
He/She is personally known to me or produced _____ as identification and did/did not first take an oath.
Type of Identification

My Commission Expires:

Colleen LaPlant
Signature – Notary Public

Colleen LaPlant
Printed Name of Notary

(SEAL)

COLLEEN LAPLANT
Commission # EE 880483
Expires June 16, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary's Commission No.

FIRST AMENDMENT
TO AGREEMENT

24th **THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into as of this day of June, 2014, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

COLODNY, FASS, TALENFELD, KARLINSKY, ABATE & WEBB, P.A.
(hereinafter referred to as "COLODNY"),
whose principal place of business is
100 S.E. 3rd Avenue, 23rd Floor
Fort Lauderdale, Florida 33394

WHEREAS, SBBC and COLODNY entered into an Agreement on December 2, 2013 (hereinafter referred to as Agreement); under RFP 14-037V, Federal and State Lobbying Services for the purpose of providing federal and state lobbying services for SBBC; and

WHEREAS, the Parties mutually desire to further amend certain provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amend Provisions**. Section 2.01 of the Agreement is hereby amended as follows:

> **Term of Agreement**. The term of this Agreement will be renewed from **July 1, 2014** through **June 30, 2015**, unless terminated earlier pursuant to Section 3.04 of this Agreement. The term of this Agreement may be extended for two additional one-year periods, and, if needed, 180 days beyond the expiration date of the final renewal period. Supply Management & Logistics Department will, if considering renewing, request a letter to renew from COLODNY, prior to the end of the contract period. Any renewal period shall be approved by an Amendment to this Agreement.

3. Section 2.02 of the Agreement is hereby amended as follows:

Priority of Documents. In the event of a conflict between documents, the following priority of documents shall govern.

First:	This First Amendment to Agreement, then
Second:	Agreement, then
Third:	Addendum No. 3, then
Fourth:	Addendum No. 2, then
Fifth:	Addendum No. 1, then
Sixth:	RFP 14-037V – Federal and State Lobbying Services
Seventh:	Proposal submitted in response to the RFP by COLODNY

5. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

6. **Survival**. All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement on the date first written above.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Patricia Good, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____ 06/06/14
Office of the General Counsel

FOR COLODNY

(Corporate Seal)

COLODNY, FASS, TALENFELD,
KARLINSKY, ABATE & WEBB, P.A.

ATTEST:

By _____

_____
, Secretary

-or-

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 4 day of June, 2014 by Mike Colodny (Name of Person) of Colodny, Fass, Talenfeld, Karlinsky, Abate & Webb, P.A. (Name of Corporation or Agency), on behalf of the corporation/agency.

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. (Type of Identification)

My Commission Expires:

_____
Signature – Notary Public

PAT MCNAB
Notary Public - State of Florida
My Comm. Expires Nov 13, 2016
Commission # EE 845448

PAT MCNAB
Printed Name of Notary

_____
Notary's Commission No.

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date	Open Agenda	Special Order Request	Agenda Item Number
12/02/13	X Yes ___ No	___ Yes X No	EE-4

TITLE:

Request for Proposals (RFP) 14-037V Recommendation - Federal and State Lobbying Services

REQUESTED ACTION:

Approve the RFP recommendation as stated on the attached award recommendation and Agreements between The School Board of Broward County, Florida, and Alcade & Fay, Ltd., McKee Communications, Inc., Becker & Poliakoff, P.A., and Colodny, Fass, Talendfeld, Karlinsky, Abate & Webb, P.A.

RFP	TITLE	LOCATION	AMOUNT	M/WBE VENDORS
14-037V	Federal and State Lobbying Services Contract period: December 2, 2013 through June 30, 2014	Public Relations & Governmental Affairs	$126,581	Includes an award to one certified M/WBE vendor: McKee Communications, Inc. (African-American M/WBE: Coral Springs, FL)

SUMMARY EXPLANATION AND BACKGROUND:

The School Board of Broward County, Florida (SBBC), received proposals from firms for professional federal and state lobbying services. These firms shall be experienced and knowledgeable in K-20 education, and shall be knowledgeable of performance accountability systems.

It is recommended that Alcade & Fay, Ltd., be awarded for federal lobbying services. This firm will lobby the legislative and executive branches of the federal government, including federal agencies, and shall possess the necessary skills to counsel SBBC on strategies concerning legislative and administrative advocacy to assist them in their goals of federal funding for the District.

It is further recommended that the firms of McKee Communications, Inc., Becker & Poliakoff, P.A., and Colodny, Fass, Talendfeld, Karlinsky, Abate & Webb, P.A., be awarded for state lobbying services. These firms will lobby the legislative and executive branches of the Florida state government on the District's behalf.

Board approval of this RFP recommendation does not mean the amount shown will be spent. This amount represents the estimated contract value and purchases may be made through the term of this contract from available funds already included in the department's budget.

These Agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

- ___ •Goal 1: High Quality Instruction
- X •Goal 2: Continuous Improvement
- ___ •Goal 3: Effective Communication

FINANCIAL IMPACT:

All expenditures for this contract will come from the existing approved department budget. Staff will provide a report to the School Board semi-annually detailing expenditures by contract.

EXHIBITS: (List)

1. Proposed Agreements
2. RFP 14-037V

BOARD ACTION:

APPROVED

(For Official School Board Records' Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name	Phone
Tracy Clark	754-321-2616
Carol Barker	754-321-0506

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Maurice L. Woods

Chief Strategy & Operations Officer

Office of Strategy & Operations

Approved in Open Board Meeting on: DEC 02 2013

By: _____ School Board Chair

Form #4189
Revised 12/12
RWR/MLW/CB:ak

AGREEMENT

THIS AGREEMENT is made and entered into as of this 2nd day of December 2013, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

ALCALDE & FAY, LTD
(hereinafter referred to as "ALC "),
whose principal place of business is
2111 Wilson Boulevard, 8th Floor
Arlington, VA 22201

WHEREAS, SBBC issued a Request for Proposal identified as RFP 14-037V, Federal and State Lobbying Services (hereinafter referred to as "RFP"), dated August 9, 2013 and amended by Addendum No. 1, dated August 21, 2013, Addendum No. 2, dated August 21, 2013 and Addendum No. 3 dated August 22, 2013 each of which are incorporated by reference herein, for the purpose of receiving proposals for Federal and State Lobbying Services; and

WHEREAS, SBBC is desirous of obtaining the services by ALC for Federal Lobbying Services for the provision of technical assistance, advice and consultation concerning all federal policies, legislation, appropriations and regulations that may impact SBBC; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **December 2, 2013** and conclude on **June 30, 2014**. The term of the contract may, by mutual agreement between SBBC and ALC be extended of two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Supply Management & Logistics Department, will, if considering renewing, request a letter to renew from ALC, prior to the end of the contract period. Any renewal period shall be approved by the Amendment to this Agreement.

ARTICLE 2 – SPECIAL CONDITIONS

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First:	This Agreement; then
Second:	Addendum No. 3; then
Third:	Addendum No. 2; then
Fouth:	Addendum No. 1; then
Third:	RFP 14-037V – Federal and State Lobbying Services; then
Fourth:	Proposal submitted by ALC in response to the RFP 14-037V

2.03 **Deliverables.** ALC agrees to provide SBBC with the Scope of Services as described in **Attachment A**.

2.04 **Cost of Services**. SBBC shall pay ALC for services rendered under this Agreement at a monthly retainer of $5,000 ($5,000 x 7 months = $35,000) for seven months commencing from December 3, 2013 and conclude on June 30, 2014. If SBBC decides to renew this Agreement for another year, from July 1, 2014 through June 30, 2015, the monthly retainer shall be $5,000 ($5,000 x 12 months = $60,000). This monthly retainer fee is inclusive of out-of-pocket expenses for services such as telephone tolls, copying, messenger service, parking, transportation, and postage. Any expenses for travel outside of the Washington metropolitan area would be additional and undertaken only at the School Board's request and direction based on the actual expenses and no administrative overhead applied. Travel expenses must follow School Board Policy 3400, Per Diem and Traveling Expenses.

2.05 **M/WBE Participation**. ALC will provide for M/WBE participation during its performance of services under this contract agreement by making an annual contribution to the Broward Education Foundation which can be allocated for a minority scholarship.

2.06 **Inspection of ALC's Records by SBBC**. ALC shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All ALC's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by ALC or any of ALC's payees pursuant to this Agreement. ALC's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. ALC's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

ARTICLE 2 – SPECIAL CONDITIONS

(a) ALC's Records Defined. For the purposes of this Agreement, the term "ALC's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to ALC's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to ALC pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide ALC reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to ALC's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by ALC to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any ALC's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by ALC in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by ALC. If the audit discloses billings or charges to which ALC is not contractually entitled, ALC shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. ALC shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by ALC to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to ALC pursuant to this Agreement and such excluded costs shall become the liability of ALC.

ARTICLE 2 – SPECIAL CONDITIONS

(h) Inspector General Audits. ALC shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.06 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 S.E. 3rd Avenue, 10th Floor Fort Lauderdale, Florida 33301
With a Copy to:	Public Information Officer The School Board of Broward County, Florida 600 S.E. 3rd Avenue, 10th Floor Fort Lauderdale, Florida 33301
To ALC:	Alcalde & Fay, Ltd. 2111 Wilson Boulevard, 8th Floor Arlington, VA 22201
With a Copy to:	Danielle McBeth, Partner Alcalde & Fay, Ltd. 2111 Wilson Boulevard, 8th Floor Arlington, VA 22201

2.07 **Background Screening**: ALC agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of ALC or its personnel providing any services under the conditions described in the previous sentence. ALC shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to ALC and its personnel. The parties agree that the failure of ALC to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. ALC agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in ALC's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 2 – SPECIAL CONDITIONS

2.10 **Indemnification**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By ALC: ALC agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by ALC, its agents, servants or employees; the equipment of ALC, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of ALC or the negligence of ALC agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by ALC, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor**. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

ARTICLE 3 – GENERAL CONDITIONS

3.04 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination**. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to ALC of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay ALC for all services rendered through the effective date of termination.

3.06 **Default**. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records**. Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public

records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records**: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 **Compliance with Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

ARTICLE 3 – GENERAL CONDITIONS

3.15 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment**. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference**. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein 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.

3.21 **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 each party hereto.

3.22 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

ARTICLE 3 – GENERAL CONDITIONS

3.24 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Patricia Good, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____ 10/31/13
Office of the General Counsel

FOR ALC

(Corporate Seal)

ATTEST:

Nancy Proeff, Secretary

-or-

Witness

Witness

ALCALDE & FAY, LTD.

By Danielle McBeth

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF VIRGINIA

COUNTY OF ARLINGTON

The foregoing instrument was acknowledged before me this 16 day of OCTOBER, 2013 by DANIELLE McBETH of
Name of Person

ALCALDE & FAY, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and did/did not first take an oath.
Type of Identification

My Commission Expires:

RUSSELL TRACE ROLLER
NOTARY PUBLIC
REG. #7560626
MY COMMISSION EXPIRES 2/28/2017
COMMONWEALTH OF VIRGINIA

(SEAL)

Signature – Notary Public

TRACE ROLLER
Printed Name of Notary

7560626 EXP. 2/28/17
Notary's Commission No.

ATTACHMENT A

DELIVERABLES

1. ALC shall meet, as required, with SBBC and the Superintendent of Schools or his designee(s) at mutually agreed times and confer with respect to issues before the United States Congress and/or the United States Department of Education and other federal agencies having a bearing on SBBC's fiscal, operational, and programmatic interests.

2. ALC to provide interpretation, summaries, analyses and explanation of all federal legislation, appropriations and regulations to the Superintendent or designee(s) and staff of Broward County Public Schools (BCPS) responsible for implementing and managing federal programs, as appropriate.

3. ALC shall track and report on developments related to the federal budget, federal appropriations and philanthropic funding steams and initiatives, for which SBBC could be a recipient, to the Superintendent or designee(s).

4. ALC shall meet, as required, to establish and maintain positive working relationships with members of the United States House of Representatives and United States Senate as appropriate and the agencies of the Executive Branch of the federal government to enhance necessary intergovernmental relations beneficial to SBBC and to advance SBBC's objectives.

5. ALC shall arrange and attend meetings locally and in Washington, DC with appropriate members of Congress as requested by the Superintendent.

6. ALC shall represent SBBC and the Superintendent at local and national meetings related to federal legislative and governmental issues, as determined and approved in advance by the Superintendent.

7. ALC shall coordinate federal legislative activities, duties and responsibilities with the Superintendent or his designee(s).

8. ALC shall advocate for SBBC's legislative program and legislative priorities.

9. ALC shall serve as SBBC's federal legislative liaison to The Counsel of the Great City Schools.

10. ALC shall provide regular updates on federal and national issues to the Superintendent and any written reports, as may be required, by the Superintendent or his designee.

11. ALC shall meet quarterly (or upon request) with the Superintendent or his designee(s) to provide written reports of activities and efforts relating to the representation and promotion of SBBC and the Superintendent, the development and promotion of SBBC's legislative programs, and other related activities.

12. ALC shall research and identify grant funding or other opportunities for funds under the federal legislative system.

DELIVERABLES

13. ALC shall assist SBBC and the Superintendent in formulating the Federal Legislative Program.

14. ALC will assume accountability for each item of plan (consultant/staff) and formulate measurable goals, utilizing knowledge of performance accountability systems.

15. ALC will participate in development of performance evaluation instrument.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 2nd day of December, 2013, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

MCKEE COMMUNICATIONS, INC.
(hereinafter referred to as "MCKEE"),
whose principal place of business is
11555 Heron Bay Boulevard, Suite 200
Coral Springs, Florida 33076

WHEREAS, SBBC issued a Request for Proposal identified as RFP 14-037V, Federal and State Lobbying Services (hereinafter referred to as "RFP"), dated August 9, 2013 and amended by Addendum No. 1, dated August 21, 2013, Addendum No. 2, dated August 21, 2013 and Addendum No. 3 dated August 22, 2013 each of which are incorporated by reference herein, for the purpose of receiving proposals for Federal and State Lobbying Services; and

WHEREAS, SBBC is desirous of obtaining the services by MCKEE for State Lobbying Services for the provision of technical assistance, advice and consultation concerning all state policies, legislation, appropriations and regulations that may impact SBBC; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **December 2, 2013** and conclude on **June 30, 2014**. The term of the contract may, by mutual agreement between SBBC and MCKEE be extended of two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Supply Management & Logistics Department, will, if considering renewing, request a letter to renew from MCKEE, prior to the end of the contract period. Any renewal period shall be approved by an Amendment to this Agreement.

ARTICLE 2 – SPECIAL CONDITIONS

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First:	This Agreement; then
Second:	Addendum No. 3; then
Third:	Addendum No. 2; then
Fouth:	Addendum No. 1; then
Fifth:	RFP 14-037V – Federal and State Lobbying Services; then
Sixth:	Proposal submitted by MCKEE in response to the RFP 14-037V

2.03 **Deliverables.** MCKEE agrees to provide SBBC with the Scope of Services as described in **Attachment A.**

2.04 **Cost of Services.** SBBC shall pay MCKEE for services rendered under this Agreement at a monthly retainer of $3,333 ($3,333 x 7 months = $23,331) for seven months commencing from December 3, 2013 and conclude on June 30, 2014. If SBBC decides to renew this Agreement for another year, from July 1, 2014 through June 30, 2015, the monthly retainer shall be $3,333 ($3,333 x 12 months = $40,000). The monthly retainer fee shall be inclusive of general travel, operating and any out-of-pocket expenses borne by MCKEE performing services under this Agreement. SBBC will reimburse MCKEE for travel expenses, meals and lodging incurred by MCKEE in its representation of SBBC at "special" legislative sessions called by the Governor or the Legislature with the approval of the Superintendent or designee. Travel expenses must follow School Board Policy 3400, Per Diem and Traveling Expenses.

2.05 **M/WBE Participation.** MCKEE is a Certified MBE (African-American) with SBBC, Certificate #7007-6661.

2.06 **Inspection of MCKEE's Records by SBBC.** MCKEE shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All MCKEE's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by MCKEE or any of MCKEE's payees pursuant to this Agreement. MCKEE's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. MCKEE's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) MCKEE's Records Defined. For the purposes of this Agreement, the term "MCKEE's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets,

correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to MCKEE's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to MCKEE pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide MCKEE reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to MCKEE's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by MCKEE to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any MCKEE's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by MCKEE in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by MCKEE. If the audit discloses billings or charges to which MCKEE is not contractually entitled, MCKEE shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. MCKEE shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by MCKEE to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to MCKEE pursuant to this Agreement and such excluded costs shall become the liability of MCKEE.

(h) Inspector General Audits. MCKEE shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

ARTICLE 2 – SPECIAL CONDITIONS

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 S.E. 3rd Avenue, 10th Floor Fort Lauderdale, Florida 33301
With a Copy to:	Public Information Officer The School Board of Broward County, Florida 600 S.E. 3rd Avenue, 10th Floor Fort Lauderdale, Florida 33301
To MCKEE:	McKee Communications, Inc. 11555 Heron Bay Boulevard, Suite 200 Coral Springs, Florida 33076
With a Copy to:	Clarence V. McKee, Esq., President McKee Communications, Inc. 11555 Heron Bay Boulevard, Suite 200 Coral Springs, Florida 33076

2.08 **Background Screening**: MCKEE agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of MCKEE or its personnel providing any services under the conditions described in the previous sentence. MCKEE shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to MCKEE and its personnel. The parties agree that the failure of MCKEE to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. MCKEE agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in MCKEE's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.09 **Indemnification**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

ARTICLE 2 – SPECIAL CONDITIONS

B. By MCKEE: MCKEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by MCKEE, its agents, servants or employees; the equipment of MCKEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of MCKEE or the negligence of MCKEE agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by MCKEE, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor**. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

ARTICLE 3 – GENERAL CONDITIONS

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to MCKEE of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay MCKEE for all services rendered through the effective date of termination.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party

shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records**: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 **Compliance with Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

ARTICLE 3 – GENERAL CONDITIONS

3.15 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment**. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference**. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein 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.

3.21 **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 each party hereto.

3.22 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

ARTICLE 3 – GENERAL CONDITIONS

3.24 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Patricia Good, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____ 10/31/13
Office of the General Counsel

FOR MCKEE

(Corporate Seal)

ATTEST:

_____, Secretary

-or-

_____
Witness

_____
Witness

MCKEE COMMUNICATIONS, INC.

By _____

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 18 day of October, 2013 by Clarence McKee (Name of Person) of McKee Communications (Name of Corporation or Agency), on behalf of the corporation/agency.

He/She is personally known to me or produced Drivers License (Type of Identification) as identification and did/did not first take an oath.

My Commission Expires:

Signature – Notary Public

Claudia Wickham
Printed Name of Notary

EE 153892
Notary's Commission No.

(SEAL) CLAUDIA VALERIA WICKHAM
Notary Public, State of Florida
Commission# EE 153892
My comm. expires Dec. 18, 2015

ATTACHMENT A

DELIVERABLES

1. MCKEE shall represent the School Board (hereinafter referred to as "Board") and the Superintendent of Schools (hereinafter referred to as "Superintendent").

2. MCKEE shall meet with the Board and Superintendent, or designee(s) and confer with respect to state legislative issues regarding the Board's fiscal and programmatic interests.

3. MCKEE shall guide efforts to develop and forward the Board's state legislative program.

4. MCKEE shall perform and participate in specific legislative tasks as assigned.

5. MCKEE shall establish and maintain positive working relationships with the executive and legislative branches of state government to enhance necessary intergovernmental relations beneficial to the Board.

6. MCKEE shall arrange meetings with appropriate agency officials, State Board members, legislators, and Cabinet officials as requested.

7. MCKEE shall advocate for the Board's legislative program and legislative priorities.

8. MCKEE shall represent the Board and Superintendent in local and state conferences and meetings related to state legislative and governmental issues as requested by the Superintendent;
   - Perform all routine legislative duties during the pre-session committee meetings and the legislative session; and
   - Coordinate legislative activities, duties and responsibilities with the Superintendent or his designee; and
   - Provide any written reports as may be required by the Board or the Superintendent or his designee.

9. MCKEE shall forward SBBC's legislative agenda by participating in or coordinating the following meetings as requested by the Superintendent; additional meetings may be added or deleted.
   - All Pre-Session Legislative Committees;
   - Legislative Committees;
   - Regular and Extended Legislative Sessions;
   - Broward Delegation Meetings;
   - Greater Florida Consortium of School Boards;
   - Florida School Board Association (FSBA);
   - Florida Association of District School Superintendents (FADSS);
   - Florida Education Legislative Liaisons (FELL);
   - Staff and School Board Meetings, as determined by the Superintendent;
   - State Cabinet/Agency Staff Meetings, as needed; and
   - Meet quarterly (or upon request) with the Superintendent or his designee(s) to provide written report of activities and efforts relating to the representation and promotion of SBBC and Superintendent., the development and promotion of the District's legislative programs, and any other relevant activities.

DELIVERABLES

10. MCKEE must coordinate efforts with members of lobbying team to maximize value.

11. MCKEE to ensure adequate staffing is provided for District representation at appropriate committee meetings.

12. MCKEE will participate in team efforts to develop and present plan to facilitate the Board's involvement in Broward Days in Tallahassee including:
    - Address (with Board, staff and team):
      1) "Hot topics" for both legislators and Board members;
      2) "Tips" for presentation of District's legislative program including talking points; and
      3) "Primer" for new Board Members and staff.
    - Visits with legislators:
      1) Recommend group or individual visits based on Board feedback and legislative preference;
      2) Coordinate appointments for Board Members:
         a) Set appointments for those requesting;
         b) Incorporate appointments by individuals into "master schedule";
      3) Manage logistics (schedule/location changes)
    - Develop overall strategy to maximize Board Member/staff time and impact.

13. MCKEE to articulate plan for Board's involvement with FSBA and Consortium as part overall legislative strategy.

14. MCKEE to develop out-of-session plan to engage legislators and advocate District priorities.

15. MCKEE to engage legislators when not in session (with particular focus on non-delegation members), and encourage school visitation.

16. MCKEE to participate in planning and develop content for Legislative Education & Action Resource.

17. MCKEE to develop plan to solicit Board Members and staff input to identify legislative priorities.

18. MCKEE will coordinate School Board Workshop to discuss plan with Board, staff, team and stakeholders.

19. MCKEE will ensure individual accountability for each item of plan (consultant/staff) and formulate measurable goals, and utilizing knowledge of performance accountability systems.

20. MCKEE will plan to leverage existing District partnerships to cross-promote common legislative issues.

21. MCKEE will participate in development of performance evaluation instrument.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 2nd day of December, 2013, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

BECKER & POLIAKOFF, P.A.
(hereinafter referred to as "BECKER"),
whose principal place of business is
3111 Stirling Road
Fort Lauderdale, Florida 33312

WHEREAS, SBBC issued a Request for Proposal identified as RFP 14-037V, Federal and State Lobbying Services (hereinafter referred to as "RFP"), dated August 9, 2013 and amended by Addendum No. 1, dated August 21, 2013, Addendum No. 2, dated August 21, 2013 and Addendum No. 3 dated August 22, 2013 each of which are incorporated by reference herein, for the purpose of receiving proposals for Federal and State Lobbying Services; and

WHEREAS, SBBC is desirous of obtaining the services by BECKER for State Lobbying Services for the provision of technical assistance, advice and consultation concerning all state policies, legislation, appropriations and regulations that may impact SBBC; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **December 2, 2013** and conclude on **June 30, 2014.** The term of the contract may, by mutual agreement between SBBC and BECKER be extended of two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Supply Management & Logistics Department, will, if considering renewing, request a letter to renew from BECKER, prior to the end of the contract period. Any renewal period shall be approved by an Amendment to this Agreement.

ARTICLE 2 – SPECIAL CONDITIONS

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First:	This Agreement; then
Second:	Addendum No. 3; then
Third:	Addendum No. 2; then
Fouth:	Addendum No. 1; then
Third:	RFP 14-037V – Federal and State Lobbying Services; then
Fourth:	Proposal submitted by BECKER in response to the RFP 14-037V

2.03 **Deliverables.** BECKER agrees to provide SBBC with the Scope of Services as described in **Attachment A**.

2.04 **Cost of Services.** SBBC shall pay BECKER for services rendered under this Agreement at a monthly retainer of $6,000 ($6,000 x 7 months = $42,000) for seven months commencing from December 3, 2013 and conclude on June 30, 2014. If SBBC decides to renew this Agreement for another year, from July 1, 2014 through June 30, 2015, the monthly retainer shall be $6,000 ($6,000 x 12 months = $72,000). The monthly retainer fee shall be inclusive of general travel, operating and any out-of-pocket expenses borne by BECKER performing services under this Agreement. SBBC will reimburse BECKER for travel expenses, meals and lodging incurred by BECKER in its representation of SBBC at "special" legislative sessions called by the Governor or the Legislature with the approval of the Superintendent or designee. Travel expenses must follow School Board Policy 3400, Per Diem and Traveling Expenses.

2.05 **M/WBE Participation.** BECKER will provide for M/WBE participation during its performance of services under this contract agreement by making an annual contribution of $2,500 to the Broward Education Foundation which can be allocated for a minority scholarship.

2.06 **Inspection of BECKER's Records by SBBC.** BECKER shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All BECKER's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by BECKER or any of BECKER's payees pursuant to this Agreement. BECKER's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. BECKER's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

ARTICLE 2 – SPECIAL CONDITIONS

(a) BECKER's Records Defined. For the purposes of this Agreement, the term "BECKER's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to BECKER's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to BECKER pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide BECKER reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to BECKER's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by BECKER to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any BECKER's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by BECKER in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by BECKER. If the audit discloses billings or charges to which BECKER is not contractually entitled, BECKER shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. BECKER shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by BECKER to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to BECKER pursuant to this Agreement and such excluded costs shall become the liability of BECKER.

ARTICLE 2 – SPECIAL CONDITIONS

(h) Inspector General Audits. BECKER shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.06 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 S.E. 3rd Avenue, 10th Floor Fort Lauderdale, Florida 33301
With a Copy to:	Public Information Officer The School Board of Broward County, Florida 600 S.E. 3rd Avenue, 10th Floor Fort Lauderdale, Florida 33301
To BECKER:	Becker & Poliakoff, P.A. 3111 Stirling Road Fort Lauderdale, Florida 33312
With a Copy to:	Yolanda Cash Jackson Becker & Poliakoff, P.A. 3111 Stirling Road Fort Lauderdale, Florida 33312

2.07 **Background Screening**: BECKER agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of BECKER or its personnel providing any services under the conditions described in the previous sentence. BECKER shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to BECKER and its personnel. The parties agree that the failure of BECKER to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. BECKER agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in BECKER's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 2 – SPECIAL CONDITIONS

2.10 **Indemnification**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By BECKER: BECKER agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by BECKER, its agents, servants or employees; the equipment of BECKER, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of BECKER or the negligence of BECKER agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by BECKER, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor**. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

ARTICLE 3 – GENERAL CONDITIONS

3.04 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination**. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to BECKER of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay BECKER for all services rendered through the effective date of termination.

3.06 **Default**. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records**. Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public

records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records**: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 **Compliance with Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

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ARTICLE 3 – GENERAL CONDITIONS

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3.16 **Assignment**. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference**. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

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3.23 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

ARTICLE 3 – GENERAL CONDITIONS

3.24 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Patricia Good, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____ 10/31/13
Office of the General Counsel

FOR BECKER

(Corporate Seal)

ATTEST:

BECKER & POLIAKOFF, P.A.

By [signature]

_____, Secretary

-or-

Colleen LaPlant
Witness

Desiree H Barnes
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 24 day of Oct., 2013 by Bernie Friedman of
Name of Person
Becker & Poliakoff, P.A., on behalf of the corporation/agency.
Name of Corporation or Agency
He/She is personally known to me or produced _____ as identification and did/did not first take an oath.
Type of Identification

My Commission Expires:

Colleen LaPlant
Signature – Notary Public

(SEAL)

Colleen LaPlant
Printed Name of Notary

_____
Notary's Commission No.

COLLEEN LAPLANT
Commission # EE 880483
Expires June 16, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

ATTACHMENT A

DELIVERABLES

1. BECKER shall represent The School Board of Broward County, Florida (hereinafter referred to as "SBBC") and the Superintendent of Schools (hereinafter referred to as "Superintendent").

2. BECKER shall meet with SBBC and Superintendent, or designee(s) and confer with respect to state legislative issues regarding the Board's fiscal and programmatic interests.

3. BECKER shall guide efforts to develop and forward SBBC's state legislative program.

4. BECKER shall perform and participate in specific legislative tasks as assigned.

5. BECKER shall establish and maintain positive working relationships with the executive and legislative branches of state government to enhance necessary intergovernmental relations beneficial to SBBC.

6. BECKER shall arrange meetings with appropriate agency officials, State Board members, legislators, and Cabinet officials as requested.

7. BECKER shall advocate for the SBBC's legislative program and legislative priorities.

8. BECKER shall represent SBBC and Superintendent in local and state conferences and meetings related to state legislative and governmental issues as requested by the Superintendent;
   - Perform all routine legislative duties during the pre-session committee meetings and the legislative session; and
   - Coordinate legislative activities, duties and responsibilities with the Superintendent or his designee; and
   - Provide any written reports as may be required by SBBC or the Superintendent or his designee.

9. BECKER shall forward SBBC's legislative agenda by participating in or coordinating the following meetings as requested by the Superintendent; additional meetings may be added or deleted.
   - All Pre-Session Legislative Committees;
   - Legislative Committees;
   - Regular and Extended Legislative Sessions;
   - Broward Delegation Meetings;
   - Greater Florida Consortium of School Boards;
   - Florida School Board Association (FSBA);
   - Florida Association of District School Superintendents (FADSS);
   - Florida Education Legislative Liaisons (FELL);
   - Staff and School Board Meetings, as determined by the Superintendent;
   - State Cabinet/Agency Staff Meetings, as needed; and
   - Meet quarterly (or upon request) with the Superintendent or his designee(s) to provide written report of activities and efforts relating to the representation and promotion of SBBC and Superintendent., the development and promotion of the District's legislative programs, and any other relevant activities.

DELIVERABLES

10. BECKER must coordinate efforts with members of lobbying team to maximize value.

11. BECKER to ensure adequate staffing is provided for SBBC representation at appropriate committee meetings.

12. BECKER will participate in team efforts to develop and present plan to facilitate SBBC's involvement in Broward Days in Tallahassee including:
    - Address (with SBBC, staff and team):
      1) "Hot topics" for both legislators and Board Members;
      2) "Tips" for presentation of District's legislative program including talking points; and
      3) "Primer" for new Board Members and staff.
    - Visits with legislators:
      1) Recommend group or individual visits based on SBBC feedback and legislative preference;
      2) Coordinate appointments for Board Members:
         a) Set appointments for those requesting;
         b) Incorporate appointments by individuals into "master schedule";
      3) Manage logistics (schedule/location changes)
    - Develop overall strategy to maximize Board Member/staff time and impact.

13. BECKER to articulate plan for SBBC's involvement with FSBA and Consortium as part overall legislative strategy.

14. BECKER to develop out-of-session plan to engage legislators and advocate SBBC priorities.

15. BECKER to engage legislators when not in session (with particular focus on non-delegation members), and encourage school visitation.

16. BECKER to participate in planning and develop content for Legislative Education & Action Resource.

17. BECKER to develop plan to solicit Board Members and staff input to identify legislative priorities.

18. BECKER will coordinate School Board Workshop to discuss plan with SBBC, staff, team and stakeholders.

19. BECKER will ensure individual accountability for each item of plan (consultant/staff) and formulate measurable goals, and utilizing knowledge of performance accountability systems.

20. BECKER will plan to leverage existing SBBC partnerships to cross-promote common legislative issues.

21. BECKER will participate in development of performance evaluation instrument.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 2nd day of December, 2013, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

COLODNY, FASS, TALENFELD, KARLINSKY, ABATE & WEBB, P.A.
(hereinafter referred to as "COLODNY"),
whose principal place of business is
One Financial Plaza
100 SE 3rd Avenue, 23rd Floor
Fort Lauderdale, Florida 33394

WHEREAS, SBBC issued a Request for Proposal identified as RFP 14-037V, Federal and State Lobbying Services (hereinafter referred to as "RFP"), dated August 9, 2013 and amended by Addendum No. 1, dated August 21, 2013, Addendum No. 2, dated August 21, 2013 and Addendum No. 3 dated August 22, 2013 each of which are incorporated by reference herein, for the purpose of receiving proposals for Federal and State Lobbying Services; and

WHEREAS, SBBC is desirous of obtaining the services by COLODNY for State Lobbying Services for the provision of technical assistance, advice and consultation concerning all state policies, legislation, appropriations and regulations that may impact SBBC; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **December 2, 2013** and conclude on **June 30, 2014**. The term of the contract may, by mutual agreement between SBBC and COLODNY be extended of two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Supply Management & Logistics Department, will, if considering renewing, request a letter to renew from COLODNY, prior to the end of the contract period. Any renewal period shall be approved by an Amendment to this Agreement.

ARTICLE 2 – SPECIAL CONDITIONS

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First:	This Agreement; then
Second:	Addendum No. 3; then
Third:	Addendum No. 2; then
Fouth:	Addendum No. 1; then
Third:	RFP 14-037V – Federal and State Lobbying Services; then
Fourth:	Proposal submitted by COLODNY in response to the RFP 14-037V

2.03 **Deliverables.** COLODNY agrees to provide SBBC with the Scope of Services as described in **Attachment A.**

2.04 **Cost of Services**. SBBC shall pay COLODNY for services rendered under this Agreement at a monthly retainer of $3,750 ($3,750 x 7 months = $26,250) for seven months commencing from December 3, 2013 and conclude on June 30, 2014. If SBBC decides to renew this Agreement for another year, from July 1, 2014 through June 30, 2015, the monthly retainer shall be $3,750 ($3,750 x 12 months = $45,000). The monthly retainer fee shall be inclusive of general travel, operating and any out-of-pocket expenses borne by COLODNY performing services under this Agreement. SBBC will reimburse COLODNY for travel expenses, meals and lodging incurred by COLODNY in its representation of SBBC at "special" legislative sessions called by the Governor or the Legislature with the approval of the Superintendent or designee. Travel expenses must follow School Board Policy 3400, Per Diem and Traveling Expenses.

2.05 **M/WBE Participation**. COLODNY will provide for M/WBE participation during its performance of services under this contract agreement by using VIP Travel & Tours, Inc. a State Certified WBE for travel services.

2.06 **Inspection of COLODNY's Records by SBBC**. COLODNY shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All COLODNY's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by COLODNY or any of COLODNY's payees pursuant to this Agreement. COLODNY's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. COLODNY's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

ARTICLE 2 – SPECIAL CONDITIONS

(a) COLODNY's Records Defined. For the purposes of this Agreement, the term "COLODNY's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to COLODNY's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to COLODNY pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide COLODNY reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to COLODNY's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by COLODNY to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any COLODNY's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by COLODNY in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by COLODNY. If the audit discloses billings or charges to which COLODNY is not contractually entitled, COLODNY shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. COLODNY shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by COLODNY to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to COLODNY pursuant to this Agreement and such excluded costs shall become the liability of COLODNY.

ARTICLE 2 – SPECIAL CONDITIONS

(h) Inspector General Audits. COLODNY shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.06 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 S.E. 3rd Avenue, 10th Floor Fort Lauderdale, Florida 33301
With a Copy to:	Public Information Officer The School Board of Broward County, Florida 600 S.E. 3rd Avenue, 10th Floor Fort Lauderdale, Florida 33301
To COLODNY:	Colodny, Fass, Talenfeld, Karlinsky, Abate & Webb, P.A. 100 SE 3rd Avenue, 23rd Floor Fort Lauderdale, Florida 33394
With a Copy to:	Mike Colodny, Managing Partner Colodny, Fass, Talenfeld, Karlinsky, Abate & Webb, P.A. 100 SE 3rd Avenue, 23rd Floor Fort Lauderdale, Florida 33394

2.07 **Background Screening**: COLODNY agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of COLODNY or its personnel providing any services under the conditions described in the previous sentence. COLODNY shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to COLODNY and its personnel. The parties agree that the failure of COLODNY to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. COLODNY agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in COLODNY's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 2 – SPECIAL CONDITIONS

2.10 **Indemnification**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By COLODNY: COLODNY agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by COLODNY, its agents, servants or employees; the equipment of COLODNY, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of COLODNY or the negligence of COLODNY agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by COLODNY, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor**. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

ARTICLE 3 – GENERAL CONDITIONS

3.04 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination**. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to COLODNY of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay COLODNY for all services rendered through the effective date of termination.

3.06 **Default**. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records**. Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public

records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records**: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 **Compliance with Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

ARTICLE 3 – GENERAL CONDITIONS

3.15 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment**. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference**. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein 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.

3.21 **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 each party hereto.

3.22 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

ARTICLE 3 – GENERAL CONDITIONS

3.24 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
~~Laurie Rich Levinson, Chair~~
Patricia Good, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

10/31/13
Office of the General Counsel

FOR COLODNY

(Corporate Seal)

ATTEST:

COLODNY, FASS, TALENFELD, KARLINSKY, ABATE & WEBB, P.A.

By _____

_____, Secretary

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 31 day of October, 2013 by Mike Colodny (Name of Person) of Colodny, Fass, Talenfeld, Karlinsky, Abate & Webb, P.A. (Name of Corporation or Agency), on behalf of the corporation/agency.

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. (Type of Identification)

My Commission Expires:

PAT MCNAB
Notary Public - State of Florida
My Comm. Expires Nov 13, 2016
Commission # EE 845448

_____
Signature – Notary Public

PAT MCNAB
Printed Name of Notary

_____
Notary's Commission No.

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    - Develop overall strategy to maximize Board Member/staff time and impact.

13. COLODNY to articulate plan for SBBC's involvement with FSBA and Consortium as part overall legislative strategy.

14. COLODNY to develop out-of-session plan to engage legislators and advocate District priorities.

15. COLODNY to engage legislators when not in session (with particular focus on non-delegation members), and encourage school visitation.

16. COLODNY to participate in planning and develop content for Legislative Education & Action Resource.

17. COLODNY to develop plan to solicit Board Members and staff input to identify legislative priorities.

18. COLODNY will coordinate SBBC Workshop to discuss plan with SBBC, staff, team and stakeholders.

19. COLODNY will ensure individual accountability for each item of plan (consultant/staff) and formulate measurable goals, and utilizing knowledge of performance accountability systems.

20. COLODNY will plan to leverage existing District partnerships to cross-promote common legislative issues.

21. COLODNY will participate in development of performance evaluation instrument.

The School Board of Broward County, Florida
Supply Management & Logistics Department

RFP No.:	14-037V	Board Meeting:	DECEMBER 2, 2013
Description:	FEDERAL AND STATE LOBBYING SERVICES	Notified: 579	Downloaded: 28
	TERM CONTRACT	RFP Rec'd: 6	No Bids: 0
For:	PUBLIC RELATIONS & GOVERNMENTAL AFFAIRS (School/Department)	RFP Opening:	SEPTEMBER 4, 2013
Fund:	DEPARTMENT'S OPERATING BUDGET	Advertised Date:	AUGUST 9, 2013

POSTING OF RFP RECOMMENDATION/TABULATION: RFP Recommendations and Tabulations will be posted in the Supply Management & Logistics Department and www.Demandstar.com on **SEPTEMBER 17, 2013 @3:00 PM**, and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Supply Management & Logistics Department, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

RECOMMENDATION/TABULATION

SIX PROPOSALS WERE RECEIVED IN RESPONSE TO RFP 14-037V. PROPOSALS WERE EVALUATED BY THE FOLLOWING COMMITTEE CONSISTING OF:

AMANDA BAILEY – ACTING CHIEF HUMAN RESOURCE OFFICER, OFFICE OF THE CHIEF HUMAN RESOURCE OFFICER
LESLIE BROWN – CHIEF OF PORTFOLIO SERVICES, OFFICE OF PORTFOLIO SERVICES
ELISA CALABRESE – CHIEF TALENT DEVELOPMENT OFFICER, OFFICE OF TALENT DEVELOPMENT
TRACY CLARK – CHIEF PUBLIC INFORMATION OFFICER, PUBLIC INFORMATION OFFICER
TONY HUNTER – CHIEF INFORMATION OFFICER, OFFICE OF THE CHIEF INFORMATION OFFICER
SHELLEY MELONI – TASK ASSIGNED CHIEF FACILITIES & CONSTRUCTION OFFICER, OFFICE OF THE CHIEF FACILITIES AND CONSTRUCTION OFFICER
JEFF MOQUIN – TASK ASSIGNED, CHIEF OF STAFF, CHIEF OF STAFF
MICHAELLE POPE – TASK ASSIGNED, EXECUTIVE DIRECTOR, STUDENT SUPPORT INITIATIVES
MAURICE WOODS – CHIEF STRATEGY AND OPERATIONS OFFICER, OFFICE OF STRATEGY & OPERATIONS

M/WBE ADVISOR: MARCY HOUSER, M/WBE SPECIALIST

BASED UPON THE COMMITTEE'S RECOMMENDATION AND SECTION 5.4 OF THE RFP, IT IS RECOMMENDED THAT THE AWARD BE MADE TO THE FOLLOWING PROPOSERS LISTED BELOW WHO HAVE COMPLIED WITH THE TERMS, CONDITIONS AND SPECIFICATIONS OF THE RFP.

ALCALDE & FAY, LTD	FEDERAL LOBBYING SERVICES
*MCKEE COMMUNICATIONS (M/WBE: AFRICAN AMERICAN, CORAL SPRINGS, FL)	STATE LOBBYING SERVICES
BECKER & POLIAKOFF, P. A.	STATE LOBBYING SERVICES
COLODNY, FASS, TALENFELD, KARLINSKY, ABATE & WEBB, P.A.	STATE LOBBYING SERVICES

(*) CERTIFIED M/WBE VENDOR

THIS AWARD SHALL BE CONTINGENT UPON SUCCESSFUL COMPLETION OF WRITTEN AGREEMENTS WITH THE ABOVE RECOMMENDED PROPOSERS.

CONTRACT PERIOD: DECEMBER 2, 2013 THROUGH JUNE 30, 2014.

By: _____ Date: 9/16/13
(Purchasing Agent)

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

14-037V

Federal and State Lobbying Services

14-037N - Federal and State Lobbying Services	Maximum Points	Amanda Bailey	Leslie Brown	Elisa Calabrese	Tracy Clark	Tony Hunter	Shelley Meloni	Jeff Moquin	Michaelle Pope	Maurice Woods	AVERAGE POINTS
EXPERIENCE AND QUALIFICATIONS	30										
Alcalde & Fay, Ltd.		25	25	25	27	28	25	30	23	24	26
Ballard Partners, Inc.		20	22	27	27	19	25	30	20	22	24
Becker & Poliakoff, P.A.		30	24	27	15	20	26	28	25	25.5	25
Colodny, Fass, Talenfeld, Karlinsky, Abate & Webb, P.A.		20	20	25	15	22	26	28	27	25	23
McKee Communications, Inc.		20	20	24	15	22	22	25	15	19	20
Pittman Law Group, P.L.		15	20	15	7	15	20	10	15	19	15
SCOPE OF SERVICES	35										
Alcalde & Fay, Ltd.		30	30	21	33	31	32	35	22	29	29
Ballard Partners, Inc.		25	30	24	33	21	32	35	22	25	27
Becker & Poliakoff, P.A.		35	30	27	20	22	33	35	25	28	28
Colodny, Fass, Talenfeld, Karlinsky, Abate & Webb, P.A.		20	30	22	23	21	32	35	28	25	26
McKee Communications, Inc.		20	30	23	20	24	30	35	18	26	25
Pittman Law Group, P.L.		15	25	15	5	18	28	35	20	25	21
COST OF SERVICES	30										
Alcalde & Fay, Ltd.		30	30	30	30	30	30	30	30	30	30
Ballard Partners, Inc.		5	5	5	5	5	5	5	5	5	5
Becker & Poliakoff, P.A.		23	23	23	23	23	23	23	23	23	23
Colodny, Fass, Talenfeld, Karlinsky, Abate & Webb, P.A.		27	27	27	27	27	27	27	27	27	27
McKee Communications, Inc.		30	30	30	30	30	30	30	30	30	30
Pittman Law Group, P.L.		30	30	30	30	30	30	30	30	30	30
M/WBE PARTICIPATION	5										
Alcalde & Fay, Ltd.		0	0	0	0	0	0	0	0	0	0
Ballard Partners, Inc.		3	3	3	3	3	3	3	3	3	3
Becker & Poliakoff, P.A.		1	1	1	1	1	1	1	1	1	1
Colodny, Fass, Talenfeld, Karlinsky, Abate & Webb, P.A.		1	1	1	1	1	1	1	1	1	1
McKee Communications, Inc.		5	5	5	5	5	5	5	5	5	5
Pittman Law Group, P.L.		2	2	2	2	2	2	2	2	2	2

Experience and Qualifications and Scope of Services points were provided by the Evaluation Committee

Cost of Services and M/WBE Participation points were provided by the Supply Management & Logistics Department

14-037V

Federal and State Lobbying Services

TOTAL SCORE	100		
Alcalde & Fay, Ltd.		Federal Lobbyist	85
Ballard Partners, Inc.			59
Becker & Poliakoff, P.A.		State Lobbyist	77
Colodny, Fass, Talenfeld, Karlinsky, Abate & Webb, P.A.		State Lobbyist	77
McKee Communications, Inc.		State Lobbyist	80
Pittman Law Group, P.L.			68

FINANCIAL ANALYSIS WORKSHEET

Purchasing Agent: Chuck High | **Preparation Date**: 6/10/14

Bid Number: 14-037V | **Recommended Award Amount: 343,581**

Bid Title: Federal and State Lobbying Services

CURRENT BID NUMBER **14-037V**

Award Period: 12/02/13 through 6/30/14

Original Award Amount: $126,581

Report Date: 6/10/14

Amount of Purchase Orders:$ 126,581

Invoiced-to-Date Amount: $ 126,581

Average Monthly Expenditure: $ 21,096/Month

PREVIOUS BID #: N/A

Award Period:

Original Award Amount: $

Report Date:

Amount of Purchase Orders: $

Invoiced-to-Date Amount:$

Average Monthly Expenditure: $

Justification for Proposed Award Amount:
The Fees to renew contract for an additional year will total $217,000. Original Award: $126,581 + $217,000 = $343,581

Notes/Comments:

LOBBY EFFFORTS THIS PAST SCHOOL YEAR

During the 2013-2014 school year, processes were created for how the Broward County Public Schools (BCPS) legislative staff and lobbing team interface during session and in recess. The District's lobbying team worked collaboratively to advance the District's agenda in Tallahassee and Washington DC. Each firm of the state lobbying team had ownership of at least one "Priority Issue" from the Broward County Public School's 2014 State Legislative Program, which was adopted December 2, 2013. The individual lobbying firms were responsible to monitor, advocate, and take the lead on assigned issues. Responsibilities included summarizing committee meetings, speaking on the District's position, meeting with legislators, and updating the entire Broward County Public Schools legislative team on assigned issue areas. At the state level, Becker & Poliakoff were designated as the teams "Lead Lobbyist" and helped coordinate the overall legislative strategy with Coordinator of Governmental Affairs Sheela VanHoose.

To quantify results, an evaluation matrix was created. Each firm within the lobbying team was evaluated individually based on their knowledge and skill of the issues assigned to them, productivity, and their ability to achieve results. As a team, each firm was evaluated on their communication and interaction with other members of the legislative team and their overall effectiveness at advancing the agenda of BCPS. In addition to the evaluation process, which was a matrix used for improvement and goal setting, communication standards were implemented and weekly meetings took place during the Florida legislative session.

For legislators, the team held workshops with Legislative Aides to better deliver the District's legislative priorities. For the public, 3 conference calls with stakeholders gave a high level legislative update. BECON-TV was re-engaged in the legislative process by restoring "Tallahassee Connection" and a dedicated space on the District's website was set up to deliver weekly updates and information on the legislative process. For Board members and District staff, weekly reports were emailed. Individual meetings were set up with legislators, the Governor's Office, and Department of Education staff.

These positive changes to the District's legislative and lobbying efforts strengthened legislative relationships, created new relationships, influenced policy and secured funding. The legislative program and processes were directly influenced by the District's strategic goals of continuous improvements, effective communication and increasing high quality instruction. The change in the District's legislative approach was important to the successful advocacy efforts in Tallahassee.

During the 2014 Florida Legislative Session, the team advocated for an increases in per pupil funding impacting the Districts operating budget. This equated to a $176 increase per FTE, which is $138 less than the District's ask to restore per student allocation through the Florida Education Finance Program to the 2007-08 levels. The District will also receive dollars from the Public Education Capital Outlay trust fund for the first time in 3 years; this increase equals $5 million to the District's capital budget. Though these are slight increases, they are a step in the right direction to further fund public education in Florida. The team also effectively lobbied to secure 3 line items in the 2014 Florida State Budget (Minority Male Success, JROTC, and Single Gender funds) which were passed in the House and Senate Chambers. Ultimately, Governor Scott vetoed many line items; However through the District's lobbying efforts we maintained funding in excess of $200,000 for the Minority Male Success Program in the final budget.