

AGREEMENT
between
THE CITY OF COCONUT CREEK
and
BECKER & POLIAKOFF, P.A.
for
FEDERAL LOBBYING AND FUNDING
ADVOCACY SERVICES
RFP No. 04-29-26-11

THIS AGREEMENT is made and entered into this _____ day of _____, 2026 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and Becker and Poliakoff, P.A with offices located at 1 East Broward Blvd, Suite 1800 Fort Lauderdale, Florida 33301 ("Contractor") to provide Federal Lobbying and funding advocacy services.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, the Request for Proposal, RFP No. 04-29-26-11, Federal Lobbying and funding advocacy services and price schedule attached hereto as Exhibit "A". These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated herein. In the event of a conflict between the aforementioned documents, this Agreement will control, followed in precedence by the addenda, in that order.

2) The Work/ Services

The Contractor shall perform all work for the City required by the contract documents set forth in Exhibit "A" and as set forth below:

- a) Contractor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Contractor shall provide all services including all necessary incidental and related activities and services required by the Scope of Work.
- c) Contractor and City acknowledge that the Scope of Work does not delineate every detail and minor work task required to be performed by Contractor. If during the course of performance of the services, Contractor determines that it should perform work to complete a project, which is outside the level of effort originally anticipated, Contractor shall notify the Contract Administrator in writing in a timely manner before proceeding with the work. Notice to Contract Administrator does not constitute authorization or approval by City. Performance of work by Contractor outside the originally anticipated level of effort without prior written City approval is at Contractor's sole risk.
- d) Contractor acknowledges that City is relying on the competence of the Contractor to meet the project's intent.

- e) Contractor shall strive to meet the performance measures and targets detailed in the Scope of Work.
- f) The City reserves the right to add or delete tasks shown in Exhibit "A" as deemed necessary and based on fund availability.
- g) Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.

3) Contract Price

The Agreement shall be performed in current funds with pricing pursuant to Exhibit "A"—Schedule of Proposal Prices and as per the approved budget.

4) Contract Term

The initial Agreement shall be for the period of three (3) years with the option to renew for two (2) additional one (1) year periods, provided both parties agree to the extension. This Agreement shall commence upon full execution/signature of the Contract Documents. Costs for all services purchased under this contract shall remain firm for the initial contract period. Costs for subsequent years and any extension term years shall be subject to an adjustment, only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. This contract shall not exceed \$60,000.00 in total.

5) Contract Extension

Contractor shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

6) Payment Terms

Contractor shall submit invoice(s) on a monthly basis to the City. The City shall pay the Contractor the amount due within thirty (30) days after approval of said invoice(s) by the City. All invoices will be submitted electronically to Bernadette Hughes, Government Affairs Manager at bhughes@coconutcreek.gov.

7) **Termination**

a) **Termination for Cause: Immediate**

In the event the Contractor defaults in or violates any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Contractor, terminate this contract effective immediately upon receipt of notice as provided in this Agreement. The notice for immediate termination shall state the date of termination and Contractor shall discontinue all work under this contract on that date. In the event of immediate termination, the City shall have all legal and equitable remedies available to it, and may hold the Contractor liable for any and all damages sustained by the City arising out of such default, including but not limited to costs of procurement and cover.

b) **Termination for Cause: Time to Correct**

In the event the Contractor defaults in or violates any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Contractor consistent with the "Notice" provisions of this Agreement, set forth the reason(s) for said termination and state a reasonable time-frame, not to exceed five (5) calendar days, for the Contractor to correct the conditions to the satisfaction of the City. In the event the Contractor has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the City within the time-frame prescribed, the City may terminate the contract effective immediately as provided above. If Contractor requests a hearing before the City Manager within the time-frame prescribed for correction, the City Manager may extend such time for correction to accommodate such hearing. Notwithstanding the above, the City shall have all legal and equitable remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages arising from the default and breach of the contract.

c) **Termination for Convenience of City**

Upon thirty (30) calendar days written notice to the Contractor as provided in the "Notice" provisions of this Agreement, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service.

8) **Agreement Subject to Funding**

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination without any penalty due to lack of funding.

9) **Conditions for Emergency/Hurricane or Disaster**

It is hereby made a part of this Agreement that before, during and after a local public emergency, disaster, hurricane, flood or other substantial loss that the City of Coconut Creek shall require a "**first priority**" basis for goods and services. It is vital and imperative that citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Awarded Contractor agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded Contractor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

10) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent Contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship with the Contractor and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

11) Non-Exclusive Agreement

The services to be provided by Contractor pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude City from engaging other Contractors to perform the same or similar services for the benefit of City within City's sole and reasonable discretion.

12) Warranties of Contractor: Contractor hereby warrants and represents as follows:

- a) At all times during the term of this Agreement, Contractor shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary for the performance under this Agreement.
- b) At all times during this Agreement, Contractor shall perform its obligations in a prompt, professional and businesslike manner.

13) Conflict of Interest

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Contractors must disclose with their bid the name of any officer, director, partner, proprietor, associate or agent of Contractor who is also an officer or employee of the City or any of its agencies. Further, all Contractors must disclose the name of any officer or employee of the City who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractors' firm or any of its branches or affiliate companies.

14) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior written consent of the City Contract Administrator. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City nor shall the Contractor assign any monies due or to become due to him or her, without the previous written consent of the City Contract Administrator.

15) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be addressed to the party for whom it is intended at the following addresses, and delivered by written notice, sent by registered United States Postal Service mail, with return

receipt requested, or by United Parcel Services (UPS) or Federal Express (FedEx) with tracking and signature required at delivery. Notice shall be deemed received by the party for whom it is intended after the USPS shows delivered, the UPS or FedEx tracking shows the item is delivered with signature, or the notice is hand delivered.

CITY

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
With a copy to the City Attorney at the same address.

CONTRACTOR

Amanda Wood
Becker & Poliakoff, P.A.
1 East Broward Blvd Suite 1800
Fort Lauderdale, FL 33301
Phone: 954-987-7550
Fax: 954-985-4176
Email: awood@beckerlawyers.com

16) Insurance Requirements:

- a) The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the City of Coconut Creek. Neither Contractor nor any subContractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The certificate must name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members; and that such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. All insurance policies herein required of the Contractor shall be written by a company with an A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in Florida. The Contractor will ensure that all subContractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement. Policies shall be "Occurrence" form. Each carrier will give the CITY sixty (60) days' notice prior to cancellation. Throughout the term of this contract, Contractor and/or any and all subContractors or anyone directly or indirectly employed by either of them shall maintain in force, at all times, insurance as follows:

1. Workers' Compensation

Contractor must have the statutory limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$100,000.00 each accident. The Contractor's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Contractor shall be responsible for the payment of all deductibles and self-insured retentions. The City requires that the Contractor purchase a bond to

cover the full amount of the deductible or self-insured retention.

2. **General Liability**

Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

3. **Automobile Liability**

Comprehensive or Business Automobile Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

4. **Professional Liability / Errors and Omissions**

Professional services will be provided under this Agreement; therefore, the Contractor must provide the City with evidence of Professional Liability insurance with, at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the Contractor's operations or premises, any person directly or indirectly employed by the Contractor, and the Contractor's obligations under indemnification under this contract. This policy of insurance shall be written in an "occurrence" based format.

b) General.

1. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.
2. Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option terminate this Agreement effective on the date of such lapse of insurance.
3. General Liability policies shall be endorsed to provide the following:
 - a. Name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
 - b. That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
4. All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek
Procurement Division
4800 West Copans Road
Coconut Creek, Florida 33063

5. The issuing agency shall include full name, address and telephone number in each insurance certificate issued.
6. If these requirements are provided as part of a formal procurement procedure, Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the respondent's bid. If Contractor is Successful Contractor then prior to commencement of Contract, Contractor must submit revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies.
7. If Contractor is self-insured, they shall provide the City with a recent audited financial statement and description of how the self-insurance program is funded, along with a liability coverage statement signed by an authorized corporate officer.
8. No contract shall be executed by the City, nor activities under this Agreement shall commence, until the required letter of self-insurance and/or certificates of insurance have been received and approved by the Risk Manager of each party.

17) Indemnification & Hold Harmless

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work or services under this Agreement shall constitute specific consideration to Contractor for the indemnification to be provided under the Agreement. The Contractor shall indemnify and hold harmless the City, its past/present/future elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subContractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subContractor anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subContractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor shall anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by the City. The above provisions shall survive the termination or expiration of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

18) Third Party Beneficiaries

Neither Contractor nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

19) Uncontrollable Circumstances (“Force Majeure”)

As used herein, “Force Majeure” means the occurrence of any local event that prevents or delays the performance by either party of its obligations hereunder which are beyond the reasonable control of the non-performing party. Examples of "Force Majeure" include, but are not limited to local, acts of God, natural disasters or emergency governmental action. To invoke this paragraph, immediate written notice, consistent with the “Notice” provisions of this Agreement, must be sent by the non-performing party describing the circumstances constituting force majeure and proof that the non-performance or delay of performance is a direct and reasonable result of such event(s). The City reserves its right to challenge the invocation by the Contractor within five (5) calendar days of receipt of said notice, in such case uninterrupted performance is required. However, in the event the invocation is accepted by the City, the Contractor must take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the Contractor’s performance requirements under this Agreement. All obligations must resume when the circumstances of such event(s) have subsided, or other arrangements are made pursuant to a written amendment to this Agreement.

20) Remedies

a) **Damages**

The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor’s failure to perform in accordance with the requirements of this Agreement.

b) **Correction of Work**

If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.

21) Choice of Law and Venue

The Parties hereby agree that the only laws that apply to this Agreement are those of the State of Florida and U.S. Government. The Parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in the Seventeenth Judicial Circuit Court in and for Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the United States District Court for the Southern District of Florida.

22) WAIVER OF JURY TRIAL

CONTRACTOR AND THE CITY EACH HEREBY EXPRESSLY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY CIVIL LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE PRODUCTS OF SERVICES PROVIDED HEREUNDER, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY

MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

23) Attorney's Fees

In the event of litigation to enforce the terms of this Agreement, the Non-Prevailing Party shall be liable to the prevailing party for all costs, expenses, attorneys' fees and damages at the trial and appellate level, up to and including the U.S. Supreme Court, which may be incurred or sustained by the prevailing party by reason of the non-prevailing party's breach of any of the provisions of this Agreement.

24) Disentanglement

Contractor will complete the transition of any terminated work from Contractor and its subContractors to City and/or any replacement providers City designates (collectively, the "Replacement Provider"), without causing any interruption of or adverse impact on the work, any other services and/or services provided by Third Parties (the "Disentanglement"). Without limiting the aforementioned obligations, Contractor will:

- a) Cooperate by promptly taking all steps required to assist City in completing the Disentanglement related to the work it had previously performed.
- b) Provide all information regarding the work that these parties will need to perform the Disentanglement.
- c) Promptly and orderly conclude all work as directed. This may include the documentation of work in progress and other measures to provide an orderly transition as set forth in Labor Harmony.

25) Labor Harmony

Contractor agrees that all labor employed by Contractor, its agents or subContractors for work on City property shall be in harmony with all other labor being used by City or other Contractors working on City's property. Contractor agrees to give City immediate notice of any threatened or actual dispute and will provide assistance as determined necessary by City to resolve any such dispute. Contractor, its agents or subContractors, shall remove from City's property any person objected to by City in association with the work.

26) Anti-Discrimination

That Contractor shall for itself, its personal representatives, successors in interests, assigns, subContractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression, veteran or service member status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status shall be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms,

conditions, or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

27) Discriminatory Contractor List

Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor any of its affiliates, as defined by Section 287.134(1) (a), Florida Statutes, are placed on the Discriminatory Contractor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory Contractor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subContractor, or Contractor under a contract with any public entity; and may not transact business with any public entity."

28) Gratuities and Kickbacks

a) Gratuities

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

b) Kickbacks

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Contractor under a Contract to Contractor or higher tier sub-Contractor any person associated therewith, as an inducement of the award of a subcontract or order.

c) Contract Clause

The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

29) Public Records

Contractor shall keep such records and accounts and require any and all Contractors and subContractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept for a period of five (5) years after the completion of all work to be performed pursuant to this Agreement or termination of the Agreement, whichever is later. Incomplete or incorrect entries in such books and records will be grounds for City's disallowance of any fees or expenses based upon such entries.

a) City is a public agency subject to Chapter 119, Florida Statutes, as amended from time to time. To the extent Contractor is a Contractor acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, as amended from time to time, Contractor shall comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, Contractor agrees to:

1. Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services. If the Contractor transfers all public records to the City upon completion of the services, the Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the services, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

If Contractor does not comply with this section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

30) Confidential Information; Generative Artificial Intelligence

Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, the parties are strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of the parties. The parties must ensure that any use of generative artificial intelligence tools does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. The parties must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

31) Prohibition on Use of City Data for Model Training or Improvement

Contractor shall not use City data, derived data, or metadata to train, fine-tune, or otherwise improve models for any customer other than City, except as strictly necessary to provide the Contractor services within City's dedicated environment.

32) Trade Secrets and Proprietary Confidential Business Information

Documents submitted by Contractor which constitute trade secrets as defined in Section 812.081, Florida Statutes, as amended from time to time, or proprietary confidential business information as defined in Section 119.0713(4), Florida Statutes, as amended from time to time, and which are clearly marked or stamped as confidential by the Contractor at the time of submission to the City, will not be subject to public access. However, should a requestor of public records challenge Contractor's interpretation of the term "trade secrets" or "proprietary confidential business

information,” Contractor must provide a separate written indemnification and release guarantee, as approved by the City Attorney or designee, to the City to support its claim that the alleged trade secrets or proprietary confidential business information actually constitutes same as defined by law. Contractor must demonstrate the need for confidentiality of the documentation by showing a business advantage or an opportunity to obtain an advantage if the documentation was released. Otherwise, Contractor is required to timely seek a protective order in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County to prevent the City’s release of the requested records.

33) Audit Rights

The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow for the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the contract.

34) Public Entity Crimes Statement

Pursuant to Section 287.133(2)(a), Florida Statutes, as amended from time to time, Contractor by submitting its Response, hereby certifies that neither it nor its affiliate(s) have been placed on the convicted Contractor list following a conviction for a public entity crime. If placed on that list after submitting its Response, Contractor must notify the City immediately and is prohibited from pursuing the submitted Bid; and must not contract with any public entity to provide any goods or services; must not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; must not submit bids on leases of real property to a public entity; must not be awarded or perform work as a Contractor, supplier, subContractor, or Contractor under a contract with any public entity; and, must not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, as amended from time to time, for Category TWO (\$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted Contractor list.

35) Antitrust Violations; Denial or Revocation (Section 287.137, Florida Statutes)

Pursuant to Section 287.137, Florida Statutes, (enacted under Chapter 2021-32, Laws of Florida) effective July 1, 2021, a person or an affiliate who has been placed on the antitrust violator Contractor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subContractor, or Contractor under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator Contractor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

36) Scrutinized Companies and Countries of Concern per Sections 286.101(1), 287.135, 215.473, & 287.138, Florida Statutes

Contractor hereby certifies that it:

a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (formerly the Iran Petroleum Energy Sector List); and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph, or if Contractor is found to have been placed on a list created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive certain requirements of this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. Beginning January 1, 2024, the City must not enter into a contract that grants access to an individual's personal identifying information to any Foreign Country of Concern such as: People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, unless the Contractor provides the City with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the Contractor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. For purposes of this section, the term "Foreign Country of Concern" shall have the same meaning set forth in Section 286.101(1), Florida Statutes, as amended. Beginning January 1, 2025, the City must not extend or renew any contract that grants access to an individual's personal identifying information unless the Contractor provides the City with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the Contractor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

Becker & Poliakoff, P.A. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____ Date: _____

37) Foreign Gifts and Contracts

The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 286.101(7)(b), Florida Statutes: "In addition to any fine assessed under [§ 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission [Governor and Cabinet per §14.202, Florida Statutes] for good cause."

- 38) **E-Verify**
Effective January 1, 2021, public and private employers, Contractors and subContractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
 - b) All persons (including subContractors/subContractors/subContractors) assigned by Contractor to perform work pursuant to the contract with the Department. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek; and

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subContractors to provide an affidavit attesting that the subContractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subContractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this Section.

- 39) **Prohibited Telecommunications Equipment**
Contractor represents and certifies that it and its applicable subContractor do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. By executing this Agreement, Contractor represents and certifies that Contractor and its applicable subContractor shall not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Agreement. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subContractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.
- 40) **Environmental/Social Activism under Section 287.05701, Florida Statutes**
Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a Contractor based on social, political or ideological interests as defined in the statute. Contractor is also prohibited from giving preference to any of its subContractors based on the above referenced factors. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.
- 41) **Human Trafficking Affidavit**
When an agreement is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty or perjury attesting that the nongovernmental entity does not use coercion for labor or services as

defined in Section 787.06, Florida Statutes.

Becker & Poliakoff, P. A. does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking". Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____ Date: _____

42) Data Management, Data Ownership, and Data Security

- a) Contractor must provide City with Notice of Breach in accordance with Sections 501.171 and 282.3185, Florida Statutes, including mandatory conditions of cooperation with timely incident reporting, response activities/fact-gathering, public and agency notifications requirements, severity level assessment, and after-action reporting. Contractor shall notify the City in writing of any actual or reasonably suspected unauthorized access to, or disclosure of data as soon as practicable, but in no event later than 72 hours after Contractor becomes aware of such data breach. Such notice shall include all information reasonably available at the time and shall be supplemented as additional information becomes known.

- b) Contractor must provide City with Notice of Breach in accordance with Sections 501.171 and 282.3185, Fla. Stats., including mandatory conditions of cooperation with timely incident reporting, response activities/fact-gathering, public and agency notifications requirements, severity level assessment, and after-action reporting. Contractor acknowledges and agrees that all data, information, records, and materials, in any form or format, that Contractor accesses, receives, maintains, generates, or processes in connection with this Agreement are and shall remain the sole and exclusive property of the City. Contractor shall have no ownership or other proprietary interest in this data and is strictly prohibited from selling, reselling or otherwise commercializing any such data, information, records, or materials.

- c) Contractor shall implement, maintain, and enforce industry-standard administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of all data. At a minimum, such safeguards shall include:
 - 1. Encryption of data both at rest and in transit using current, industry-accepted cryptographic protocols;
 - 2. Enforcement of multi-factor authentication for all systems, applications, and user accounts with access to data; and
 - 3. Comprehensive audit logging sufficient to record, monitor, and retain system access, administrative activity, and data transactions.

Contractor shall maintain compliance, where applicable, with recognized security frameworks and standards, including but not limited to SOC 2, CJIS, and HIPAA, and shall provide documentation of such compliance upon request. All data stored, processed, and maintained in connection with this Agreement shall be located within the United States. Contractor shall not transfer, cause to be transferred, access, or permit access to data from outside the United States.

Contractor shall not engage any subContractor or other third party to access, process, or store data without the prior written approval of the City. Contractor shall ensure that any approved subContractor or third party bound by written Agreements that impose data protection, confidentiality, and security obligations no less stringent than those set forth in this Agreement. Contractor shall remain fully responsible and liable for all acts and omissions of its subContractors and third parties related to the data and performance under this Agreement.

43) Joint Preparation

It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

44) Interpretation

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

45) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

46) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

47) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

48) Anti-DEI Affidavit

In connection with the performance of work under this contract, the Contractor agrees as follows:

1. The Contractor will not engage in any racially discriminatory DEI activities pursuant to Section Chapter 166, Florida Statutes; and
2. The Contractor certifies that it does not and will not use City funds in requiring its employees, Contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Section 166.04971(1), Florida Statutes; and

3. In the event of the Contractor's or a SubContractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or SubContractor may be declared ineligible for further Government contracts; and
4. The Contractor will report any SubContractor's known or reasonably knowable conduct that may violate this clause to the Contract Administrator and take any appropriate remedial actions directed by the Contract Administrator; and
5. The Contractor will inform the Contract Administrator if a SubContractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

Becker & Poliakoff, P.A. does not engage in, promote, or disperse funds towards diversity, equity, and inclusion as defined in Section 166.04971(1), Florida Statutes. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____ Date: _____

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. **CITY OF COCONUT CREEK**, through its City Manager or designee and **Becker & Poliakoff, P.A.**, signing by and through its CEO, Director duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Sheila N. Rose, City Manager _____
Date

Joseph J. Kavanagh, City Clerk _____
Date

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney _____
Date

[Contractor's Signature to Follow]

CONTRACTOR

ATTEST:

Becker & Poliakoff, P.A.
Company Name

(Corporate Secretary)

Signature of Authorized Representative Date

Type/Print Name of Corporate Secy.

Senior Director of Becker & Poliakoff,
P.A.

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2026, by _____ as _____ for _____.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

- Personally known to me or
- Produced Identification

Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.

EXHIBIT "A"

**FEDERAL LOBBYING AND FUNDING
ADVOCACY SERVICES**

RFP NO. 04-29-26-11

PRICE SCHEDULE

PROPOSED PRICING

DESCRIPTION	AMOUNT
1. Monthly Retainer:	\$5,000.00
Provide a detailed and flat rate monthly retainer for the provisions of services required as identified in this RFP. The proposed fee(s) shall be detail costs: i.e., travel and related incidental out-of-pocket expenses, if applicable. Contractor shall not be reimbursed or otherwise paid for internal word processing, data processing or other services (i.e., local telephone services, copies, and mail or postage services) that would reasonably be deemed the Contractor's overhead expense.	