



CITY OF NORTH PORT PROCUREMENT FORM COMPETITIVE EXEMPTIONS



Please indicate: ☐ Visa Purchase ☒ Purchase Order

☐ Single Purchase (For current FY) ☒ Blanket Purchase (Ongoing purchases for current FY) ☐ Change Order ☐ Amendment

DEPARTMENT/DIVISION City Manager

REQUESTOR Anna Duffey

Sections 2-403 of the City of North Port Procurement Code states that certain procurements shall not be subject to competitive requirements in the judgment of the Procurement Official.

A. Please describe all products and/or services to be procured under this exemption:

State Legislative Lobbying services.

B. Vendor Information

Vendor Name: Greenberg Traurig, P.A. Vendor Number: 3963

Address: 8400 NW 36th Street, Ste. 400, Doral, FL 33166-6657

Contact: Hayden Dempsey Phone: 850.556.1985 Email: dempseyh@gtlaw.com

C. Briefly explain why it is in the best interest of the City to exempt this procurement from competition:
(If additional space is needed, please attached separate memo)

Lobbying services are exempt from Competitive Procurement and at the April 9, 2019 Regular Commission Meeting, Commission directed staff to utilize the exemption and proceed with negotiating a new contract with Greenberg Traurig, PA. Greenberg Traurig, PA has agreed to provide the services specified under the new scope of work approved by Commission at the same rate as the existing contract.



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D. Please select one of the following:

- ☐ **Piggyback** (Departments may utilize another municipality, county, or other governmental agency contract). The requesting department must provide the following documentation: copy of the solicitation and addendum, tabsheet/price-sheet, vendor submittal, entity approval (either stated in the solicitation or letter from vendor) agenda approval and contract as back-up documentation. Purchasing may request additional information if needed.

Name of Entity: _____ Contract Number: _____

Start Date: _____ End Date: _____

Is a fee required to utilize this contract? ☐ Yes ☐ No If yes, how much? _____

☐ Vendor-Paid ☐ City-Paid

- ☐ **State of Florida Contract:** The requesting department must provide the following documentation: copy of the tab sheet/price sheet, agenda approval and contract ***Further price negotiations may be conducted with state-awarded vendor per F.S. 287.056(2) ***

Number: _____ Name/Category: _____

Start Date: _____ End Date: _____

- ☐ **Florida Sheriff's Association Bid:** The requesting department must provide the following documentation: copy of the tab sheet/price sheet, agenda approval and contract

Number: _____ Name/Category: _____

Start Date: _____ End Date: _____

- ☐ **Joint Cooperative:** The requesting department must provide the following documentation: copy of the solicitation and addendum, tab sheet/price sheet, vendor submittal, agenda approval and contract

Lead Entity: _____ Contract Number: _____

Start Date: _____ End Date: _____

- ☒ **Code Exemption* (Specify):** q. Lobbying services

*For list of exemptions, see page 3



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Sec. 2-403. - Exemptions.

- (a) (2) Procurement contracts between the city and nonprofit organizations, other governments or other public entities.
- (3) Procurement of:
- a. Dues and memberships in trade and professional organizations.
 - b. Subscriptions for periodicals, books, maps or training videos.
 - c. Real property, real estate brokering, or appraising.
 - d. Abstract of titles for real property; title insurance.
 - e. Works of art for public display or artistic services.
 - f. Advertising.
 - g. Medical, dental and other medically related services performed by a health care professional.
 - h. Room or board for social service clients.
 - i. Room and board for employees on city business.
 - j. Funeral related services.
 - k. Water, sewer, electrical, cable television or other utility services.
 - l. Personnel, including but not limited to part-time or temporary services.
 - m. Academic program reviews or lectures by individuals.
 - n. Auditing services and financial services.
 - o. Legal services.
 - p. Social services.
 - q. Lobbying services.
 - r. Goods, materials and equipment whose cost has been incorporated as part of a competitively bid project.

☐ Other Exemption (not specified by code): _____
(If additional space is needed, please attach separate memo)

Vendor Tracking:

☒ Check if Vendor Documents Current

YTD Dept Exp. (Inclusive): \$ 56,100.00

To be completed by Purchasing:

YTD City Wide Exp. (Inclusive): \$ 112,200.00

responded to Commission questions regarding meaning of construction manager "at risk", regarding city properties versus county properties.

Mayor Hanks passed the gavel to Vice-Mayor McDowell and left the dais at 7:02 p.m.

In response to Commission questions, Mr. Lear confirmed the infrastructure improvements are part of the final master plan approval, stressed the intent to develop a loop system, funding for county residents to hook up, and state funding request.

Discussion took place regarding concern with infrastructure down Ortiz Boulevard, and reconfiguration of bus loop.

Mayor Hanks returned to the dais at 7:14 p.m.

Discussion ensued regarding indigenous people and the possibility to include a mission statement of what the Springs mean to them.

Mr. Pankin stated the mission statement would take place during the design phase.

Discussion continued regarding indigenous people's request to help craft what the museum would look like, adoption preventing future development and reprioritization of the phase list.

Commissioner Carusone dissented due to underutilizing opportunity to think outside the box to expand its use, looking at connectivity to the rest of the area and their uses.

A motion was made by Commissioner Luke, seconded by Commissioner Emrich, to adopt Warm Mineral Springs Park final master plan. The motion carried by the following vote, with Commissioner Carusone dissenting for reasons stated:

Yes: 4 - Mayor Hanks, Vice-Mayor McDowell, Commissioner Luke and Commissioner Emrich

No: 1 - Commissioner Carusone

Without objection, Mayor Hanks reordered the agenda to hear Item 7.F. at this time.

F. 19-0349

Approve Scope of Work and Evaluation Criteria for State Lobbyist Services and Direction to Move Forward with the Competitive Procurement Process

Mr. Lear provided an overview of this item, responded to Commission questions regarding procurement cost for solicitation, clarified Commission is not required to put out a solicitation but it is suggested, and responded to further questions regarding renegotiating the current contract.

Discussion took place regarding relationship with current company, updating scopes of services during the negotiation process, and reputation of lobbyists caliber and work ethic.

Mayor Hanks dissented due to opinion for reevaluation.

A motion was made by Vice-Mayor McDowell, seconded by Commissioner Carusone, to instruct City Manager and staff to renegotiate the contract with Greenberg Traurig following the procurement exemption. The motion carried by the following vote, with Mayor Hanks dissenting for reasons stated:

Yes: 4 - Vice-Mayor McDowell, Commissioner Luke, Commissioner Emrich and Commissioner Carusone

No: 1 - Mayor Hanks

10. PUBLIC COMMENT:

There was no public comment.

11. COMMISSION COMMUNICATIONS:

Commissioner Luke reported on Legislative Days, trip to Atlanta, AmVets thank you to Commission, Joint Management meeting once a year and bringing up possibility of mural at Performing Arts Center, and obtaining an update on Sarasota County Area Transit (SCAT).

Mr. Yarborough provided an update on SCAT to include holding an internal meeting and that they threw out proposal they received to date.

Vice-Mayor McDowell reported on the Community Baby Shower and suggested considering the use of Suncoast Technical College (STC) conference room for future events.

Mayor Hanks reported on trip to Atlanta and suggested ongoing educational programs in response to recent Driving Under the Influence (DUI) fatalities.

Discussion took place regarding Holly's Hope upcoming events regarding educational and teaching tools and reorganizing North Port ASAP.

Deputy Chief Morales spoke to National Night Out, working with schools, and educating youth.

Discussion took place regarding staff using social media to support project graduation and don't drink and drive.

Chief Titus spoke to placing vehicles in schools, youth thinking they are invincible and educating parents.

Discussion took place regarding educating parents on technology to monitor youth.

Chief Titus spoke to changing venue of project graduation to entice youth from other districts.

There was a consensus to have staff use social media to make a public service announcement (PSA).

12. ADMINISTRATIVE AND LEGAL REPORTS:

City Attorney: nothing to report.

City Clerk: nothing to report.

Mr. Lear reported on last minute notification from Metropolitan Planning Organization (MPO) to do presentation on City's 2045 long-term plans and requested MPO representatives request more notice from MPO.

AGREEMENT FOR PROFESSIONAL LOBBYING SERVICES

THIS AGREEMENT is made by and between the CITY OF NORTH PORT, FLORIDA a municipal corporation of the State of Florida, hereinafter referred to as the "CITY" and GREENBERG TRAURIG, P.A., a Florida corporation, hereinafter referred to as "LOBBYIST."

RECITALS

WHEREAS, the City Commission has recently endorsed the issues and projects that will comprise its 2020 state legislative platform; and

WHEREAS, the CITY seeks outside expertise in developing appropriate strategies and advocating for the CITY's priorities; and

WHEREAS, LOBBYIST desires to provide professional lobbying services to the City.

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

1. PURPOSE; AUTHORIZATION

- A. Purpose. The purpose of this Agreement is to provide for the professional services of LOBBYIST for the coordination of the CITY's legislative relations and for lobbying requirements, as described in Section 2.
- B. Authorization. The City Manager or designee (hereinafter collectively referred to as "City Manager") is designated to serve as the primary point of contact from the CITY for LOBBYIST and to do all things necessary to properly administer the terms and conditions of this Agreement.

2. SCOPE OF SERVICES; TERM

- A. Scope of Services. LOBBYIST agrees to diligently and timely perform state legislative and lobbying services for the City of North Port, including but not limited to those services described in the Scope of Services provided for in Exhibit A, attached hereto and incorporated as if set forth fully herein. The provision of specific assignments by the City shall be in addition to, or supplementary to, that Scope of Work provided for in Exhibit A. Regardless whether the City provides LOBBYIST with a specific Work Assignment, LOBBYIST shall diligently complete the tasks provided in the Scope of Work.
- B. Term. This Agreement will commence immediately upon the last date of execution ("Effective Date") and shall remain in effect for three (3) years ("Initial Term"). This Agreement may be renewed for one (1) additional three-year term, subject to LOBBYIST's satisfactory performance, by mutual written agreement, within the CITY's budgetary limitations, and subject to the same terms and conditions as appear herein.

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3. COMPENSATION AND PAYMENT FOR SERVICES

- A. Compensation and Payment. For all professional services provided by LOBBYIST, as described in Section 2, the CITY agrees to pay LOBBYIST a monthly fee of \$4,675.00, issued on or before the 15th day of each month for the duration of the Agreement. Nominal costs incident to the LOBBYIST's representation of the CITY are included in the fee and will not be billed in addition. Any additional costs must be approved in advance by the City Manager in writing or e-mail and will be billed separately.
- B. Fee Increase. The fee listed above are not be subject to escalation for the Initial Term of three (3) years. Subject to the procedure contained herein, LOBBYIST may submit a request for a fee increase prior to the renewal term. Any fee increase request must be submitted in writing to the CITY at least sixty (60) days prior to the expiration of the Initial Term. The CITY will have the same sixty (60) days to accept or reject the rate increase request. Should the CITY and LOBBYIST not mutually agree to a rate increase, this Agreement will automatically terminate at the end of the Initial Term, unless terminated earlier in accordance with Section 14 of this Agreement.
- C. Budget Appropriations. The parties acknowledge and agree that the obligations of CITY to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein to which CITY is a party, are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, CITY's legal liability for the payment of any costs will not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor will such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of CITY will have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by CITY under this Section. This Agreement does not constitute an indebtedness of CITY nor an obligation for which CITY is obligated to levy or pledge any form of taxation or for which CITY has levied or pledged any form of taxation.

4. INDEMNIFICATION

To the extent permitted by Florida law, the LOBBYIST shall indemnify, defend, and hold harmless, the CITY, its Commissioners, officers, agents and employees, from all liabilities, fines, claims, assessments, suits, judgements, damages, losses and costs, including consequential, special, indirect, and punitive damages (including, but not limited to, reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), arising out of any acts, actions, breaches, neglect, or omissions of the LOBBYIST, or LOBBYIST's officers, employees, agents, sub-contractors, and other persons employed or utilized by LOBBYIST in the performance of, or the failure to perform, the Agreement. The Agreement does not constitute a waiver of sovereign immunity or consent by the CITY or its subdivisions to suit by third parties.

The CITY shall provide all available information and assistance that LOBBYIST may reasonably require regarding any claim. In the event of a claim, the CITY shall promptly notify LOBBYIST in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally

recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address provided for receipt of notices in this Agreement.

This agreement for indemnification shall survive termination or completion of the Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the CITY and such insurance coverage will not be deemed a limitation on LOBBYIST's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses, and reasonable attorney fees, through all proceedings (at both trial and appellate levels).

Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Florida Statutes, Section 768.28.

5. LOBBYIST'S INSURANCE

- A. Insurance. Before performing any work, LOBBYIST must procure and maintain, during the life of the Agreement, the insurance listed below, unless otherwise specified. The policies of insurance must be primary and written on forms acceptable to the CITY and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent."

No changes are to be made to these specifications without the City Manager or designee's prior written approval. The City Manager or designee may alter the amounts or types of insurance policies required by this Agreement upon agreement with LOBBYIST.

1. Workers' Compensation and Employer's Liability Insurance: Coverage to apply for all employees at the statutory limits provided by state and federal laws. Include proof of current Workers Compensation Coverage or Worker's Compensation Exemption (notarized affidavit). The policy must include Employers' Liability with a limit of \$500,000 each accident; \$500,000 each employee; and \$500,000 policy limit for disease.
2. Comprehensive Commercial General Liability Insurance: Aggregate must apply separately to this Contract. Minimum \$500,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.
3. Automobile Insurance: To include all vehicles owned, leased, hired, and non-owned vehicles limits of not less than \$1,000,000 per accident for property damage and bodily injury with contractual liability coverage for all work performed under this Contract.
4. Professional Liability Insurance: Minimum \$1,000,000 per occurrence for this project with a \$2,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The CITY prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by the Agreement is written on a claims-made basis, LOBBYIST warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be

maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Agreement is completed.

- B. Waiver of Subrogation. All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers, and the CITY's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the LOBBYIST for the CITY. It is the LOBBYIST's responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, the LOBBYIST, its officers, officials, agents, employees, volunteers, and any sub-contractors, agree to waive all rights of subrogation against the CITY and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the LOBBYIST or its agents may be responsible.

C. Policy Form.

1. All policies required by this Agreement, with the exception of Professional Liability and Workers Compensation, or unless Risk Management through the CITY's Purchasing Office gives specific approval, are to be written on an occurrence basis and shall name the City of North Port, Florida, its Commissioners, officers, agents, employees and volunteers as additional insureds as their interest may appear under this Agreement. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the CITY'S Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, LOBBYIST agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
2. Insurance requirements itemized in this Agreement, and required of LOBBYIST, shall be provided by or in behalf of all sub-contractors to cover their operations performed under this Agreement. LOBBYIST shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
3. Each insurance policy required by this Agreement shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. LOBBYIST is to notify the CITY's Purchasing Office by written notice via certified mail, return receipt requested.
4. The CITY retains the right to review, at any time, coverage, form, and amount of insurance.

5. The procuring of required policies of insurance will not be construed to limit LOBBYIST's liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of LOBBYIST's liability for indemnity of the CITY will not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between LOBBYIST and its carrier.
6. LOBBYIST is solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and for the payment of all deductibles and retentions to which such policies are subject, whether or not the CITY is an insured under the policy. LOBBYIST's insurance is considered primary for any loss, regardless of any insurance maintained by the CITY. LOBBYIST is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.
7. All certificates of insurance must be on file with and approved by the CITY before commencement of any work under this Agreement. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing Claims Made or Occurrences form coverage and conditions to this Agreement, as well as the Agreement number and description of work, are to be furnished to the CITY's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the CITY's Purchasing Office before LOBBYIST will be allowed to commence or continue work. The Certificate of insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.
8. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to LOBBYIST's insurer(s) and the CITY's Purchasing Office as soon as practicable after notice to the insured.

6. PUBLIC RECORDS LAW

In accordance with Florida Statutes, Section 119.0701, LOBBYIST shall comply with all public records laws, and shall specifically:

A. Keep and maintain public records required by the CITY to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
2. "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of

official business with the CITY. LOBBYIST'S records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Agreement.

- B. Upon request from the CITY'S custodian of public records, provide the CITY, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format compatible with the information technology systems of the CITY.
- C. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, if LOBBYIST does not transfer the records to the CITY following completion of the Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- D. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in LOBBYIST'S possession or keep and maintain public records required by the CITY to perform the service. If LOBBYIST transfers all public records to the CITY upon completion of the Agreement, LOBBYIST shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LOBBYIST keeps and maintains public records upon the completion of the Agreement, LOBBYIST shall meet all applicable requirements for retaining public records.
- E. **IF LOBBYIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LOBBYIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: publicrecordsrequest@cityofnorthport.com.**
- F. Failure of LOBBYIST to comply with these requirements shall be a material breach of this Agreement. Further, LOBBYIST may be subject to penalties under Florida Statutes, Section 119.10.

7. PRIORITY/NO CONFLICT OF INTEREST

LOBBYIST shall not be prohibited from representing or providing like services to other persons and entities besides the CITY, so long as LOBBYIST avoids any representation or relation which would create a conflict of interest, as determined by the City Manager.

8. RESPONSIBILITY OF LOBBYIST

- A. If LOBBYIST is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

- B. LOBBYIST shall perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent LOBBYIST firms in effect at the time LOBBYIST's services are rendered. LOBBYIST covenants and agrees that it and its employees shall be bound by the standards of conduct in Florida Statutes, Section 112.313, as it relates to work performed under this Agreement.
- C. LOBBYIST shall comply with all federal, state, local laws and regulations applicable to the work or payment for work thereof.

9. TIMELY PERFORMANCE OF SERVICES AND LOBBYIST'S PERSONNEL

The timely performance and completion of the required services is vitally important to the interest of the CITY. LOBBYIST shall assign a primary lobbyist, together with such other personnel as are necessary, to assure timely delivery of services pursuant to the requirements of this Agreement. LOBBYIST shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the primary lobbyist must receive the City Manager's written approval before the change or substitution can become effective.

10. REPRESENTATIONS AND WARRANTIES

LOBBYIST represents and warrants that its employees, representatives, and principals have complied with all the registration requirements per Florida Statutes, and will comply with the rules, statutes and regulations adopted by the Florida Legislature or any entity that regulates the action or conduct that pertains to lobbyists. LOBBYIST warrants that it and its employees, representatives and principals will comply with all reporting requirements and record keeping requirements per Florida Statutes, and all other rules and regulations adopted by any regulatory entity that pertains to lobbyists. LOBBYIST warrants that no provision of this Agreement is in conflict with Sections 112.3215 or 112.3217 of the Florida Statutes. Failure of the LOBBYIST to comply with any of the provisions in this section shall constitute a material breach and the CITY may immediately terminate this Agreement, notwithstanding any other termination provision of this Agreement.

11. TERMINATION

This Agreement may be terminated with or without cause by the City Manager whenever the City Manager determines that termination is in the CITY's best interest. Any such termination shall be effectuated by the delivery to the Lobbyist of a written notice of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective. Except as otherwise directed, LOBBYIST shall stop work on the date of receipt of the notice of termination or other date specified in the notice. LOBBYIST will be paid for work performed up to the termination. Under no circumstances shall the CITY owe any payment for services that have not been performed or that are performed subsequent to the termination date.

12. INDEPENDENT CONTRACTOR

LOBBYIST is and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor and not an employee, agent or servant of the CITY. All persons engaged in any of the work, services and activities performed pursuant to this Agreement shall at all times and in all places be subject to LOBBYIST's sole direction, supervision, and control. LOBBYIST shall exercise

control over the means and manner in which it and its employees perform, and in all respects LOBBYIST's relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY. LOBBYIST does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this Agreement. LOBBYIST shall not pledge the CITY's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. LOBBYIST further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

13. MISCELLANEOUS

- A. Entire Agreement. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other agreements between them, whether oral or written with respect to the subject matter.
- B. Legal. The City Attorney or designee shall provide legal services for any CITY related matters arising out of this Agreement.
- C. Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to LOBBYIST. The City Commission shall approve all increases in compensation under this Agreement.
- D. Assignment. LOBBYIST shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee.
- E. Waiver. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- F. Governing Law; Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.
- G. Severability. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- H. Authority. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- I. No Hire. LOBBYIST shall not hire any CITY employee associated with this project throughout the duration of the Agreement and for a period of one (1) year after completion.

- J. Headings. Section headings are for the convenience of the parties and for the reference purposes only and shall be given no legal effect.
- K. Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.
- L. Notices. Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sent by certified mail, return receipt requested, or via a recognized national courier service in a manner that provides for written or electronic record of delivery, to the addresses listed below. Changes may be made by written notice to the other party.

City: City Manager
City of North Port
4970 City Hall Blvd.,
North Port, Florida 34286

Copy to: City Attorney
City of North Port
4970 City Hall Blvd.,
North Port, Florida 34286

Lobbyist: Greenberg Traurig, P.A.
333 SE 2nd Avenue, 44th Floor
Miami, FL 33131

14. NONDISCRIMINATION

The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. LOBBYIST shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

This space intentionally left blank; signature page(s) to follow

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

CITY OF NORTH PORT, FLORIDA

By: _____
Peter D. Lear, CPA, CGMA, City Manager

Date: _____

ATTEST:

Kathryn Wong, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Amber L. Slayton, City Attorney

LOBBYIST
GREENBERG TRAURIG, P.A.

By: _____

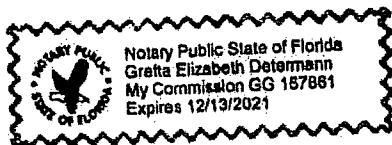
Name: Hayden Dempsey
Title: Shareholder

Date: 7/10/19

STATE OF FLORIDA

COUNTY OF Leon

The foregoing instrument was acknowledged before me on July 10, 2019, by Hayden Dempsey who is personally known to me or who produced _____ as identification.



Notary Public

EXHIBIT A

SCOPE OF SERVICES

Primarily, the CITY seeks assistance in identifying appropriate funding for several key projects, as well as ensuring the continued funding for programs related to health, public assistance, and public safety. It also requests assistance in monitoring legislation that would impact the CITY, especially as it pertains to its critical issues. The LOBBYIST will work with City Commissioners, City Manager, various departments, and the CITY's federal lobbyist as needed.

This scope of services is a general guide to the work the CITY expects to be performed by the LOBBYIST and is not a complete listing of all services that may be required or desired. LOBBYIST shall:

1. Assist the CITY in developing an annual state legislative agenda.
2. Be familiar with projects and activities of various state agencies and advise the CITY of possible programs or activities for which the CITY may make application.
3. Actively assist in seeking and developing funds for the CITY's projects.
4. Be familiar with the projects and activities of the CITY and advise the CITY of pending legislation or regulations that might materially impact those projects and activities, work closely with staff to prepare all the materials for congressional appropriations filings, and work on authorizing legislation as needed for the CITY.
5. Enhance the CITY's presence at the State level, establish and maintain proactive relationships by routinely communicating and making personal visits with Florida Legislators and State Agency Officials.
6. Assist in coordinating meetings and appointments with State Legislators and State Agency Officials during Legislative Action Days, other events, or as needed.
7. Represent the CITY in Tallahassee generally, and when requested, in hearings before state legislative and executive bodies and in contacts with individuals involved in legislative or executive agency process.
8. Review on a continuing basis all existing and proposed State policies, programs and legislation to identify those issues that may affect the CITY or its citizens and regularly inform the CITY on these matters.
9. Review legislative policy statement adopted by the Florida League of Cities and other local governments and lobbying groups for the purpose of identifying issues which may positively or negatively affect the CITY.

10. Identify other Florida legislation of interest to the CITY, monitor the activity on these initiatives, and advocate the CITY's interest when appropriate.

11. Monitor Florida legislative committee meetings, agency hearings and meetings prior to and during the regular and special legislative session(s) at which specific issues with the CITY's adopted Legislative Program are considered as well as other issues that may arise that affect.

12. Assist in securing prompt approval of grant applications filed with state agencies.

13. Assist in securing permits and approvals that might be required from time to time from state government or any of its agencies.

14. Perform services not specifically enumerated but similar in nature as the need might arise from time to time, at the direction of the City Manager and City Commission.

15. File any required lobbyist disclosure reports in a timely fashion.

16. While the Legislature is in session, provide a written report at the end of each week detailing legislative action taken during the week, status of legislative issues, anticipated action for the upcoming week, and suggested action for consideration by City staff or elected officials.

17. While the Legislature is not in session, provide reports at least monthly on issues of interest of concern to the CITY. Such information may include, but not necessarily limited to: action taken at interim committee meetings, rule-making hearings, status of studies underway, advance notice of legislation being proposed, and reports on all outcomes of communications and personal visits with Legislators and State Agency Officials.

18. Be available at least monthly, telephonically, for discussion of state issues with City staff/officials as needed.