

## 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 TRAUIG, 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 2025 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.
- C. Client. The client for this Agreement is the CITY, and only the CITY. Because of the proliferation of entities partially or wholly owned or owning other entities, and the confusion and problems this creates vis-a-vis potential ethical and business conflicts of interest, LOBBYIST does not and will not regard an affiliate of the CITY (i.e., parent, subsidiary or other entity or other entity partially or wholly owned by or owning it) or a person owning or connected with the CITY (e.g. Commissioner, officer, director, member, partner, shareholder, owner, employee, etc.) as a client of LOBBYIST for any purpose unless a client-lawyer relationship has been established by an express written understanding as to that matter and that specific entity or person. Similarly, LOBBYIST will not regard a representation that is adverse to such an affiliate or person as adverse to the CITY being represented by LOBBYIST under this Agreement (or any other matter to which it applies). Accordingly, if there such an affiliate or person that the CITY wishes LOBBYIST to regard as a client under this Agreement or otherwise for conflict purposes, please specify it or him/her before the Parties sign this Agreement; if such entity or person is not expressly accepted by LOBBYIST in writing as a client, it or he/she will not be a client.

### 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 "Subject Matter"). 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 of whether the City provides LOBBYIST with a specific Work Assignment, LOBBYIST shall diligently complete Subject Matter tasks. LOBBYIST has not been asked to represent CITY or anyone else affiliated with CITY in any other matter. The Parties may agree to limit or expand the scope of the Subject Matter, but that will occur and be effective only if agreed in writing by the Parties, with a specific mutual understanding as to the nature and scope of any such further services.

**B. Term and Termination.**

1. Term. This Agreement will commence on September 15, 2025 ("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.
2. Termination. Subject to any limitation by a court, applicable rules of professional conduct or other ethics rules or other law or rules relating to the Services, the CITY or LOBBYIST may terminate this Agreement and LOBBYIST's Services at-will upon 30 days' notice to the other. Otherwise, this Agreement and attorney client relationship will terminate automatically upon the completion of the Services for the Subject Matter or, if that is not clear, six months after LOBBYIST has furnished any billable services to or for the CITY as to the Subject Matter. The fact that LOBBYIST may inform the CITY from time to time of developments in the law which may be of interest to the CITY (by newsletter or otherwise) after the expiration of this Agreement and/or the termination of the Subject Matter Services will not mean and should not be considered as a continuation or revival of this Agreement or our relationship with the CITY.

**3. COMPENSATION AND PAYMENT FOR SERVICES**

- A. Staffing. It is anticipated that the Subject Matter performed pursuant to this Agreement will be performed primarily by Hayden Dempsey but he may include other LOBBYIST staff to assist him or perform aspects of the Services.
- B. 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 for a duration of three years, issued on or before the 15<sup>th</sup> day of each month for the duration of the Agreement. The annual (12-month) total will amount to \$56,100 each year. Nominal costs incident to the LOBBYIST's representation of the CITY are included in the fee and will not be billed in addition. CITY will be responsible for pre-approved expenses incurred in the performing the Subject Matter, which includes without limitation travel, copying, messenger services, long distance phone calls, computer research services, secretarial overtime, filing fees, court costs and other out-of-pocket expenses. Any additional costs must be approved in advance by the City Manager in writing or e-mail and will be billed separately.
- C. Fee Increase. The fee listed above is not 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.

- D. Registration and Filing. Because the Subject Matter involves lobbying, LOBBYIST may be required to register and to file regular reports with the Florida Lobbyist Registration Office pursuant to the Section 112.3215 (3) and Section 112.3215 (5) of the Florida Statutes. If so, LOBBYIST will do so and may need the CITY's assistance in completing those reports. The CITY will provide the information that may be necessary to enable and complete any such registration form or report.
- E. 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. OUTCOME**

LOBBYIST has not given CITY any assurance or guarantees concerning the success of performing the Subject Matter or LOBBYIST's Services or otherwise as to the outcome of them and has not accepted any contractual obligation in that regard. Neither Hayden Dempsey nor LOBBYIST guarantees or warrants any outcome of their recommendations or strategies or of the issues. The CITY, as the Client, will have and retain final authority to act upon any recommendations or strategies made by Hayden Dempsey or LOBBYIST and take and will have responsibility for acting thereon to the extent that CITY deems appropriate and decisions it makes in that regard

## **6. 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. Comprehensive Commercial General Liability Insurance: Aggregate must apply separately to this Contract. Minimum \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.
2. Professional Liability Insurance: Minimum \$1,000,000 per occurrence for this project with a \$1,000,000 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 on 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 LOBBY-IST'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.

## **7. 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](mailto: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.

#### **8. PRIORITY/NO CONFLICT OF INTEREST**

LOBBYIST, as a law firm, represents a broad group and spectrum of clients in a variety of legal matters. Accordingly, conflicts of interest or potential conflicts may arise that, absent an effective conflict's waiver, may adversely affect CITY's ability and the ability of other clients or potential clients to choose LOBBYIST as counsel, and possibly preclude LOBBYIST from representing the CITY or them in pending or future matters. To be fair to all clients, and to assure that they have the right and ability to use LOBBYIST or any other counsel of their choice. Accordingly, this Agreement confirms that:

- A. Consent and Waiver. The CITY is comfortable (after having had sufficient opportunity to consider, investigate and consult independent counsel to the extent desired) that CITY is adequately informed about the possibility and nature of such conflicts and potential conflicts and of the risks and consequences or potential consequences of them. Therefore, on the conditions stated below, to the fullest extent legally and ethically permissible, the CITY has determined to and hereby

confirms that it: [i] waives any such actual or potential conflict; [ii] consents to LOBBYIST's representation now or in the future of other present or future clients in any other matter (including without limitation transactions, litigation, and other legal or ethical proceedings or matters), whether or not on a basis adverse to the CITY or any of the CITY's affiliates, except as stated below (a "Permitted Adverse Representation"); and [iii] promise for itself or its affiliates not to assert that this Engagement or LOBBYIST's Services or other representation of the CITY or the CITY's affiliates is or should be a basis for disqualifying LOBBYIST from representing any other party in any "Permitted Adverse Representation" or gives rise to or supports a claim of breach of duty against LOBBYIST.

- B. Conditions. The foregoing waiver and agreements are conditioned upon and limited by LOBBYIST's agreement, confirmed hereby, that LOBBYIST: [i] will not represent others adversely to the CITY in a matter involving the Subject Matter or substantially related to it or any other matter in which LOBBYIST is representing or has represented the CITY or its affiliates; [ii] will screen those attorneys representing the CITY or its affiliates from those attorneys who will represent other clients adversely to the CITY or its affiliates; [iii] not use or disclose confidential information of the CITY or its affiliates which is nonpublic and not known to such other clients adversely to the CITY in any such matter or otherwise as may not be permissible under applicable rules of professional conduct, other ethical rules or any written agreement by LOBBYIST pertaining to such information. While LOBBYIST may represent current or potential clients that the CITY may consider to be competitors or whose business interests are adverse to the CITY, consistent with applicable rules of professional conduct or other ethics rules or other law or rules relating to the Services and the foregoing, Hayden Dempsey personally will not lobby before the Executive and Legislative Branches of Florida on the subjects covered by the Services on behalf of a another LOBBYIST client with competing business interests adverse to the CITY during the term of this agreement, without the CITY's written approval.
- C. Continuation. Subject to the law and such ethical rules, these waivers and conditions apply to current and past conflicts and potential conflicts and will continue to do so in the future, including during or after termination of LOBBYIST's representation of the CITY as to the Subject Matter and the CITY or its affiliates in this and any other engagement.

## 9. DISPUTE RESOLUTION

~~In the event the CITY is dissatisfied for any reason with any aspect of LOBBYIST's Services or the Parties relationship, the CITY shall bring that to LOBBYIST's attention immediately; LOBBYIST will do the same if it perceives such an issue or problem. LOBBYIST believes that such problems can usually be resolved by good faith discussions between the Parties. But, in the unlikely event that the Parties cannot resolve a problem themselves, we believe that any disputes in connection with this Agreement are most likely to be resolved expeditiously and with less expense through binding arbitration rather than by court action. Hence, failing such a discussion, the Parties mutually agree that any dispute arising out of or relating to this Agreement, including without limitation, LOBBYIST's Services, the CITY's relationship with LOBBYIST, or LOBBYIST's bills or billings (including without limitation alleged negligence, breach of fiduciary duty, fraud, breach of contract or other alleged inadequacy or improper conduct by or of LOBBYIST) will be resolved, to the fullest extent permitted by law, by confidential binding arbitration in Tallahassee, Florida in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association, and that judgment on the award rendered in such an arbitration may be entered in any court having jurisdiction thereof. In agreeing—~~



~~to arbitration, the CITY understands that it is giving up any right the CITY may have to a jury trial and adjudication under the rules of or governing a court action that do not apply in arbitration. If the CITY does not wish to agree to arbitration of any disputes, claims or controversies please draw a line through and initial this paragraph.~~

#### **10. 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.

#### **11. CLIENT DOCUMENTS**

LOBBYIST will maintain any documents furnished by the CITY in LOBBYIST's client file or files for this Agreement. At the conclusion of this Agreement (or earlier, if appropriate), the CITY shall advise LOBBYIST as to which, if any, of the documents to turn over to the CITY. LOBBYIST will retain any remaining documents in its files for a reasonable period of time and ultimately discard them in accordance with LOBBYIST's record retention program schedule then in effect. LOBBYIST may also elect, in its discretion, to retain copies of the documents turned over to the CITY.

#### **12. CLOUD STORAGE**

LOBBYIST will likely use third-party cloud services for the CITY's data and the data of other parties during and after LOBBYIST's representation of the CITY, which LOBBYIST believes provides enhanced data accessibility. LOBBYIST has ISO 27001:2013 data security certification; and uses only services who LOBBYIST believes has the same or better security than LOBBYIST. Cloud services do not guarantee immunity from invasion or misuse; and no one fully knows the capabilities of hackers, now or in the future. But, LOBBYIST believes the cloud services used have state-of-the-art data protections and provide appropriate security protections for the confidentiality of data without significant risk of inappropriate access. LOBBYIST believes they also have the ability to take advantage of future security developments. LOBBYIST requires that those cloud services employ data encryption, password protection, access verification, firewalls, antivirus software, intrusion detection, and system monitoring, as well as assurance of adherence to applicable data privacy and security laws.

#### **13. GDPR**

Personal data of individuals located in the European Economic Area ("EEA") is protected by the European Union's General Data Protection Regulation ("GDPR"), similar legislation by other EEA states, and other privacy laws applicable to it. Personal data is broadly defined in the GDPR, and includes identification and other information about oneself such as without limitation national

identity numbers (similar to US social security numbers), personal addresses, online names, account numbers, physical and mental health, and cultural and social identity. If the CITY gives LOBBYIST such personal data of anyone or access to it, LOBBYIST will rely that the CITY is entitled to do so under Articles 6 to 11 of the GDPR or other applicable statutory provisions.

#### **14. ARTIFICIAL INTELLIGENCE**

LOBBYIST may use third-party artificial intelligence [“AI”] services to augment the efficiency and cost-effectiveness of its work, including without limitation in the services for the CITY. Use of these AI services (which include without limitation providers such as CaseText, Microsoft Azure, Amazon, Google Cloud, and OpenAI) may necessitate the transmission of information to third parties. Per their terms of service, these providers may assert usage rights, or even full or partial ownership interests, over data LOBBYIST provides in its representation of the CITY. The AI service providers LOBBYIST engage have assured LOBBYIST that they are committed and have technical and administrative controls to maintain the confidentiality and security of the CITY’s and LOBBYIST’s information, and they will stay abreast of current and future security developments and needs to continue such protection. However, AI is still evolving, indeed rapidly; and it is not possible to anticipate or know of all technological advancements and capabilities of potential intruders and hackers. So, LOBBYIST cannot guarantee that its use of AI will be immune from unauthorized access or misuse. In the unfortunate event of a data breach involving one of LOBBYIST’s AI service providers, LOBBYIST will take commercially reasonable efforts, in accordance with applicable law and ethical rules, to investigate the breach and react appropriately as to it, including attempting to avoid or mitigate any harm. The CITY’s Assent to this Agreement will confirm the CITY’s consent to LOBBYIST using such AI for and in connection with LOBBYIST’s representation of the CITY. If the CITY does not consent, please strike this subparagraph and initial that change in the margin.

#### **15. 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.

#### **16. 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.

## **17. 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.

## **18. 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. Neither Party has relied on any representation, warranty, or other statement or promise concerning this Agreement and the Subject Matter which is not stated in this writing.
- 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. No unilaterally proposed or announced change, supplementation, interpretation, guideline or other statement or pronouncement (by either LOBBYIST, the CITY or anyone else), whether inconsistent with any provision of the Agreement or otherwise, will be effective or binding or will otherwise suffice to modify or add to this Agreement unless accepted in writing by the other of us and/or, as applicable, any other person or entity sought to be bound by or otherwise affected by it.
- 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 (including without limitation the Billing Policies) 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. To the fullest extent permissible, the rules

of professional conduct and other ethics rules of the jurisdiction in which a GT person provides Services or otherwise under this Engagement govern and will alone apply as to that conduct.

- G. Severability. If any provision of this agreement is found to be unenforceable, invalid, or illegal, it shall be interpreted in such manner as to be enforceable, valid and legal to the maximum extent possible to fulfill the intent of such provision. The validity or enforceability of the remainder of the agreement shall not be affected by the invalidity or unenforceability of any provision.
- 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. Audits. LOBBYIST shall maintain documents related to this Agreement for three years from termination or final payment and provide them to the CITY or Auditor General upon request.
- M. 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

With 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

## **19. 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 as follows.

GREENBERG TRAURIG, P.A. | TALLAHASSEE, FL

By: Hayden Dempsey  
HAYDEN DEMPSEY  
SHAREHOLDER

Approved by the City Commission of the City of North Port, Florida on \_\_\_\_\_, 202\_\_.

CITY OF NORTH PORT, FLORIDA

\_\_\_\_\_  
A. JEROME FLETCHER II, ICMA-CM, MPA  
CITY MANAGER

ATTEST

\_\_\_\_\_  
HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
MICHAEL FUINO, B.C.S.  
CITY ATTORNEY

**AGREEMENT FOR PROFESSIONAL LOBBYING SERVICES  
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 suggestion 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.