

AGREEMENT FOR STATE AND LOCAL LOBBYIST SERVICES

This Agreement for State and Local Lobbyist Services (the "Agreement") made and entered into this 6th day of December, 2021, by and between the City of Hollywood, Florida, a municipal corporation of the State of Florida (hereinafter "City") and Floridian Partners, LLC (hereinafter "Lobbyist"), collectively the "Parties."

WHEREAS, on July 13, 2021, the City issued RFP-4677-21-OT (hereinafter the "RFP") for State and Local Lobbyist Services; and

WHEREAS, pursuant to the RFP, the Lobbyist submitted a proposal and was one of seven successful proposers; and

WHEREAS, on October 6, 2021, the City Commission approved R-2021-262 which authorized the execution of an agreement with Floridian Partners, LLC;

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the Parties agree as follows:

ARTICLE I INCORPORATION OF RFP DOCUMENTS

The RFP, including any Addenda thereto, and the proposal submitted by the Lobbyist (hereinafter, collectively, the "RFP Documents") are attached hereto and incorporated as Exhibit A. The Parties shall comply with the terms and conditions set forth in the RFP Documents.

ARTICLE II TERM AND TERMINATION

The initial term of this Agreement shall commence on November 1, 2021 and terminate on October 30, 2024 (the "Initial Term"). Following the Initial Term, the parties may review this Agreement for three one-year optional renewal terms. Notwithstanding any other term or provision in this Agreement, the City shall have the right, in its sole discretion, to terminate the Agreement at any time, upon thirty days prior written notice to the Lobbyist. Unless the Lobbyist is in breach of this Agreement, the Lobbyist shall be paid for services rendered to the City's satisfaction through the date of termination.

ARTICLE III PAYMENT

The Lobbyist shall be paid on a monthly basis for fees in the annual not to exceed amount of \$45,000.00. Payment shall be made within 45 days of the date a statement is rendered to the City.

ARTICLE IV
CONFLICT OF INTEREST

The Lobbyist shall not represent a client if there is a substantial risk that representation of the client will be adverse to the City. Furthermore, the Lobbyist shall not represent a client if there is substantial likelihood that representing the client will require the Lobbyist to lobby any elected official, officer, or employee of the City.

ARTICLE V
INDEPENDENT CONTRACTOR

The Lobbyist shall render lobbying services as an independent contractor, not as an agent or employee of the City.

ARTICLE VI
ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the Parties. This Agreement cannot be changed or modified, except in writing, duly executed by the Parties.

ARTICLE VII
GOVERNING LAW

This Agreement shall be interpreted, construed, and governed according to the laws of the State of Florida. The Parties agree to exclusive venue in Broward County, Florida for any litigation pertaining to this Agreement.

ARTICLE VIII
SOVEREIGN IMMUNITY

Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by CITY nor shall anything included herein be construed as consent by CITY to be sued by third parties in any matter arising out of this Agreement. CITY is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

ARTICLE IX
THIRD PARTY BENEFICIARIES

Neither Lobbyist 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.

ARTICLE X
INDEMNIFICATION

Lobbyist shall indemnify and hold harmless City and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Lobbyist or other persons employed or utilized by Lobbyist in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE XI
AMENDMENTS

Except as otherwise authorized herein, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed and signed by Lobbyist and City.

ARTICLE XII
PUBLIC RECORDS

To the extent Lobbyist is acting on behalf of City as stated in Section 119.0701, Florida Statutes, Lobbyist shall:

- A. Keep and maintain public records required by City to perform the services;
- B. Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- C. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to City; and
- D. Upon completion or termination of this Agreement, transfer to City, at no cost, all City records in possession of Lobbyist or keep and maintain public records required by City to perform the services. If Lobbyist transfers the records to City, Lobbyist shall destroy any duplicate public records that are exempt or confidential and exempt. If Lobbyist keeps and maintains the public records, Lobbyist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG, CITY CLERK'S OFFICE, 2600 HOLLYWOOD BLVD., HOLLYWOOD, FL 33020.

IN WITNESS WHEREOF, the Parties hereto have set their hands and official seals the day and year first above written.

CITY OF HOLLYWOOD, FLORIDA

DocuSigned by:

By: Josh Levy, Mayor

DS



ATTEST:

DocuSigned by:

Patricia A. Cerny
Patricia A. Cerny, MMC
City Clerk

DocuSigned by:

Wazir Ismael
Dr. Wazir Ismael, City Manager

APPROVED AS TO FORM & LEGAL SUFFICIENCY for the use and reliance of the City of Hollywood, Florida only.

DocuSigned by:

Douglas R. Gonzales
Douglas R. Gonzales, City Attorney

DEPARTMENT OF FINANCIAL SERVICES

DocuSigned by:

David E. Kellan
Finance Director

WITNESS

By: Rebecca Bush

Name typed, printed or stamped
Title: Rebecca Bush

LOBBYIST

Floridian Partners, LLC a Florida corporation

By: Charles Dudley

Name typed, printed or stamped
Title: Partner