

**Contract for: Village of Palmetto Bay – Lobbyist Services**

**Between the Village of Palmetto Bay, Florida and GrayRobinson, P.A.**

THIS Contract is made and entered into as of the 6th day of November 2023, by and between the Village of Palmetto Bay, a Florida Municipal Corporation (the "Village"), and GrayRobinson, P.A. (the "Lobbyist") and jointly referred to as the "Parties".

WHEREAS, the Village advertised a Request for Proposal ("RFP") on September 28<sup>th</sup>, 2023, for the Village of Palmetto Bay – Lobbyist Services (the "Project"); and

WHEREAS, the Lobbyist submitted a Proposal dated October 30<sup>th</sup>, 2023, in response to the RFP# 2023-00-010; and

WHEREAS, the Village Council, at a meeting held on November 6<sup>th</sup>, 2023, awarded the bid to the Lobbyist and agreed to enter into a Contract to perform the work described in the RFP and the Proposal submitted in response to the RFP (the "Work").

NOW THEREFORE, in consideration of the promises and the mutual covenants below, the Parties agree as follows:

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**Article I. Exhibits**

The following Exhibits are incorporated by reference and made part of this Contract:

The below Exhibits are also collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

- A. This Contract
- B. Exhibit (i) RFP# 2023-00-010 issued by the Village
- C. Exhibit (ii) Proposal submitted by the Lobbyist

**Article 2. Scope of Work**

The Work is generally described as follows: The Lobbyist will provide, at the direction of the Village Manager, lobbying services to the Village. The Lobbyist shall assist the Village in preparing its annual legislative priorities and plan; advise, counsel, and represent the Village in legislative matters; further the Village's legislative priorities and may be called upon to pursue

funding for Village projects at the county, state and federal levels of government, all in accordance with Section 4.0 of the RFP.

**Article 3. Qualifications**

The individual executing the Contract on behalf of the Lobbyist warrants to the Village that the Lobbyist is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Lobbyist possesses all required licenses and certificates of competency required by the State of Florida, Miami - Dade County, and the Village to perform the Work.

The Shareholder for the Lobbyist is Joseph Salzverg.

**Article 4. Term Schedule**

The term of this Contract shall commence upon the mutual execution of the Contract and shall remain in effect until September 30<sup>th</sup>, 2024. If the Village determines it to be advantageous, it may extend the term of the Contract for up to two (2) one-year periods.

**Article 5. Contract Price**

The Contract price shall be based on the Lobbyist Fee Proposal Detail in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00). The Lobbyist shall give prior notice to the Village if the Project exceeds the total price. The Lobbyist shall fund any additional costs that exceed the total price if the Lobbyist failed to provide prior notice to the Village.

The payment shall be as follows: Lobbyist shall submit invoices to: Village of Palmetto Bay, Community and Economic Development Department, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157. Only Work that has been signed off as satisfactorily completed can be subject to payment.

**Article 6. Notices**

Any Notices required or permitted by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand- delivery or by Federal Express addressed to the Parties at the following address:

Village:

Nick Marano  
Village Manager  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

Lobbyist:

Joseph Salzverg  
Shareholder  
GrayRobinson, P.A.  
333 SE 2<sup>nd</sup> Avenue  
Miami, FL 33131

## **Article 7. Termination**

### **A. Termination Without Cause**

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other Party. Termination or cancellation of the Contract will not relieve the Lobbyist of any deliverables and Work product due prior to the termination of the Contract, including but not limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit. Termination of the Contract will not relieve the Lobbyist of any obligations or liabilities resulting from any acts committed by the Lobbyist prior to the termination of the Contract.

### **B. Termination with Cause**

Without waiving the right to terminate without cause, a Party may issue a written Notice to the other claiming that the other Party is in breach of Contract and giving the other Party ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Lobbyist of any deliverables and Work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.

## **Article 8. Indemnification**

The Lobbyist shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Lobbyist or its employees, agents, servants, partners, principals or sub-contractors. The Lobbyist shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village and shall pay all costs, judgments, and attorney's fees at trial and appellate levels which may issue as a result of the Lobbyist's negligence. The Lobbyist expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Lobbyist shall in no way limit the

responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village by Section 768.28, Florida Statutes. The Village shall not be liable for any damages or claims including but not limited to lost profits, special damages, consequential damages, punitive damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Lobbyist agrees that in the event this Contract is terminated for the Village's breach, the damages that the Lobbyist may have against the Village shall be limited to actual compensatory damages. The Parties knowingly, irrevocably, voluntarily, and intentionally waive all rights to trial by jury.

#### **Article 9. Insurance/Bonds**

(A) The Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after signing this Contract. Certificates of Insurance must be submitted to the Procurement Division. Certificates of Insurance that provide insurance coverage must meet the requirements outlined below; and name the Village as an additional insured.

(B)

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage and designating the Village as Additional Insured.
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions of liability--\$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance notice to the Village.

In addition, the Lobbyist agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Lobbyist of its liability and obligations under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the Lobbyist shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Lobbyist fails to submit the required insurance documents in the manner prescribed within five (5) calendar days after Village notification to comply, the Lobbyist shall be in default of the Contractual terms and conditions and award of the Contract will be rescinded. All policies of insurance - except for professional liability – shall name the Village as an additional insured.

**Article 10. Modification/Amendments**

This writing and exhibits contain the entire Contract of the Parties. No representations were made or relied upon by either Party, other than those that are expressly set forth. No agent, employee, or other representative of either Party is empowered to modify and amend the terms of this Contract, unless executed in writing with the same formality as the execution of this Contract. No waiver of any provision of this Contract shall be valid or enforceable unless the waiver is in writing and signed by the Party granting such waiver.

**Article 11. Governing Law**

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in the state courts of Miami-Dade County, Florida.

**Article 12. Waiver**

The failure of either Party to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Contract shall not constitute a waiver of the violation or breach, of any future violation, breach, or wrongful conduct. No waiver by the Village of any provision of this Contract shall be deemed to be a waiver

of any other provision of any subsequent breach by the Lobbyist of the same, or any other provision of the Contract. The Village's consent to or approval of any act requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval needed by the Lobbyist, whether or not similar to the act so consented to or approved.

**Article 13. Assignment**

The Company shall not assign this Contract.

**Article 14. Prohibition Against Contingent Fees**

The Lobbyist warrants that, other than a bona fide employee working solely for the Lobbyist, no person has been retained to solicit or secure this Contract, and that it has not paid or agreed to pay any person, corporation, individual or entity any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

**Article 15. Conflict of Interest**

The Lobbyist agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance Section 2-121, et seq, which is incorporated by reference as if fully set forth.

**Article 16. Entire Agreement**

No statements, representations, or warranty, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the Parties or be binding upon either. The Parties acknowledge that this Contract contains the entire understanding and agreement of the Parties.

**Article 17. Captions and Paragraph Headings**

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Contract, nor the intent of any of its provisions.

**Article 18. Joint Preparation**

The preparation of this Contract has been a joint effort of the Parties and shall not be construed more severely against either Party. the other.

It is the Parties' further intention that this Contract shall be construed liberally to achieve its intent.

**Article 19. Counterparts**

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

**Article 20. Immigration Act of 1986**

The Lobbyist warrants on behalf of itself, and all sub-contractors engaged in the performance of this Work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the Work. The Lobbyist must comply with Sec. 274A(e) of the Immigration and Nationality Act.

**Article 21. Company Non-Discrimination**

In the award of subcontracts or in performance of this Work, the Lobbyist agrees that it will not engage in, nor permit such sub-contractors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law in accordance with FHWA requirements (CFR § 26.13).

**Article 22. Federal and State Tax**

The Village is exempt from payment of Florida State Sales and Use Taxes. The Lobbyist shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

**Article 23. Public Records**

Florida law provides that municipal records should be open for inspection and copying under Chapter 119, Florida Statutes, the Public Records law. All information and materials received by the Village in connection with this Contract shall become the property of the Village and shall be deemed to be public records subject to public inspection. The Lobbyist shall keep records and if asked to retrieve them by the Village, they must do so to abide by the Public Records law.

**Article 24. Severability**

If any term or provision of this Contract shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term and provision



of this Contract shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF the undersigned Parties have executed this Contract on the date indicated above.



Nick Marano, Village Manager



11/09/23

Joseph Salzverg, Shareholder

Attest:



Village Clerk  
Missy Arocha



APPROVED AS TO FORM



Village Attorney  
John C. Dellagloria