



Department of Purchasing

5800 Melaleuca Lane
Greenacres, FL 33463
(561) 642-2030

Joel Flores
Mayor

Andrea McCue
City Manager

NOTICE OF AGREEMENT RENEWAL

August 8, 2022

Joseph Salzverg
Gary Robinson
301 South Bronough Street Ste. 600
Tallahassee, FL 32302-3189

Subject: Renewal of Professional Services Agreement for Lobbying Services

Attn: Mr. Joseph Salzverg

The agreement referenced above is set to expire on October 18, 2021. As specified in the agreement documents, there is an option to renew the existing agreement for another one-year period if it is mutually agreeable to all parties.

Please advise by signature below if a one-year extension will be acceptable. This will be the second of four possible renewals of the agreement. The new agreement term will be from October 19, 2022 through October 18, 2023.

Please complete and return this form to the Purchasing Department by Tuesday, August 16, 2022 at 4:00 p.m. Your response may be emailed to_purchasing@greenacresfl.gov with the original mailed to the above address.

If you have any questions, please contact me at (561) 642-2039.

Sincerely,

Monica Powery, CPPB
Director of Purchasing

 X I hereby agree to a one-year extension of the subject agreement.

 I am unable to extend the agreement for an additional one-year period.

Signature

08/08/2022

Date

PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF GREENACRES, FLORIDA

And

Gray Robinson, LLC

For

Lobbying Services

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on this 7th day of October, 2019, by and between the **City of Greenacres**, a Florida municipal corporation (“City”) and Gray Robinson, a limited liability company/corporation authorized to do business in the State of Florida (“Consultant”).

RECITALS

WHEREAS, the City is in need of certain governmental consulting and lobbying services to assist the City in obtaining state-level funding for various City projects and initiatives; and

WHEREAS, the Consultant is experienced with providing such services for municipalities and representing them at the state-level; and

WHEREAS, the City and Consultant desire to enter into this Agreement in order to set forth the terms and conditions under which the Consultant will provide the consulting and lobbying services for the City.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT’S SERVICES. The Consultant shall provide the City with consulting and lobbying services. The Consultant shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant’s, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither

SECTION 7: COMPLIANCE AND NO CONTINGENT FEE.

- a. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.
- b. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee or sales representative working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee or sales representative working solely for the Consultant any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 8: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant. The Consultant shall contact the City's Purchasing Agent for prior approval to use any sub-consultant.

SECTION 10: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

SECTION 11: INSURANCE. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

Type of Coverage

Amount of Coverage

Professional liability/
Errors and Omissions

\$1,000,000 Per Occurrence

Commercial general liability

\$1, 000,000 Per Occurrence

color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (with proof of service), or by nationally recognized overnight courier, and sent to the following for each party:

FOR CITY:

CITY OF GREENACRES
ATTN: ANDREA MCCUE, CITY MANAGER
5800 MELALEUCA LANE
GREENACRES, FL 33463

FOR CONSULTANT:

GRAY ROBINSON
ATTN: JOSEPH SALZVERG
301 SOUTH BRONOUGH STREET
SUITE 600
P.O. BOX 11189
TALLAHASSEE, FL 32302-3189

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 21: ENTIRETY OF AGREEMENT. The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be

the City shall become the property of the City. The Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The City accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 32: REPRESENTATIONS and BINDING AUTHORITY. By signing this Agreement, the undersigned on behalf of the Consultant hereby represents to the City that he/she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he/she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 33: PUBLIC RECORDS. The Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records or designee, provide the City 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 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 records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the City.
- (d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are confidential or exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 642-2006, qmoorer@greenacresfl.gov, or 5800 Melaleuca Lane, Greenacres, FL 33463.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals this 7th day of October, 2019.



CITY OF GREENACRES,
A municipal corporation of the State of Florida

ATTEST:

Quintella Moorer

Quintella Moorer City Clerk

BY:

Joel Flores

Joel Flores, Mayor

ENDORSED AS TO FORM & LEGALITY:

Glen Torcivia

Glen Torcivia, City Attorney

(CORPORATE SEAL)

FIRM:

BY:

Joseph R. Salzberg

Signature

Joseph R. Salzberg

Typed Name

Attorney & Government Consultant

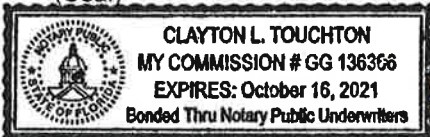
Title

WITNESSES:

Elizabeth A Bradford
Jim Niek

SWORN TO and SUBSCRIBED before me this 17th day of October, 2019.

(Seal)



Clayton L. Touchton

Notary Public

My Commission Expires: _____

RESOLUTION NO. 2019-37

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR GOVERNMENTAL CONSULTING AND LOBBYING SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is in need of certain governmental consulting and lobbying services to assist the City in obtaining state-level funding for various City projects and initiatives; and

WHEREAS, Gray Robinson, LLC, is experienced with providing such services for municipalities and representing them at the state level; and

WHEREAS, The City and Gray Robinson, LLC, desire to enter into an Agreement in order to set forth the terms and conditions under which Gray Robinson, LLC, will provide the governmental consulting and lobbying services for the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, THAT:

Section 1. The City Council of the City of Greenacres hereby authorizes the appropriate City Officials to execute the Professional Services Agreement as attached hereto.

Section 2. The City Clerk is hereby directed to transmit two (2) originals of The Professional Services Agreement to Gray Robinson, LLC.

Section 3. This Resolution shall be effective immediately upon adoption.

RESOLVED AND ADOPTED this 7th day of October, 2019.



Joel Flores
Mayor

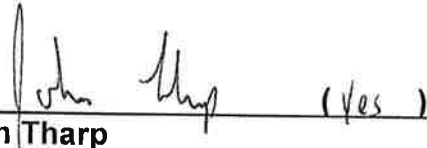
Attest:




Quintella Moorner, CMC
City Clerk



Judith Dugo
Deputy Mayor



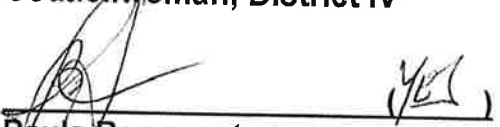
John Tharp (yes)
Councilman, District I



Absent ()
Peter A. Noble
Councilman, District II



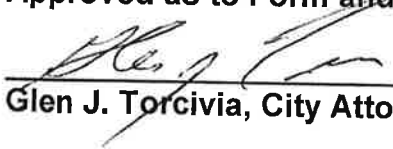
Jonathan Pearce (yes)
Councilwoman, District IV



Paula Bousquet (yes)
Councilman, District V



Approved as to Form and Legal Sufficiency:



Glen J. Torcivia, City Attorney



Department of Purchasing
5800 Melaleuca Lane
Greenacres, FL 33463
(561) 642-2030

Joel Flores
Mayor

Andrea McCue
City Manager

NOTICE OF AGREEMENT RENEWAL

September 22, 2021

Joseph Salzverg
Gary Robinson
301 South Bronough Street Ste. 600
Tallahassee, FL 32302-3189

Subject: Renewal of Professional Services Agreement for Lobbying Services

Attn: Mr. Joseph Salzverg

The agreement referenced above is set to expire on October 18, 2021. As specified in the agreement documents, there is an option to renew the existing agreement for another one-year period if it is mutually agreeable to all parties.

Please advise by signature below if a one-year extension will be acceptable. The new agreement term will be from October 19, 2021 through October 18, 2022.

Please complete and return this form to the Purchasing Department by Thursday, September 30, 2021. Your response may be emailed to purchasing@greenacresfl.gov with the original mailed to the above address.

If you have any questions, please contact me at (561) 642-2039.

Sincerely,

Monica Powery, CPPB
Director of Purchasing

I hereby agree to a one-year extension of the subject agreement.

I am unable to extend the agreement for an additional one-year period.

Signature

Date

09/22/2021

I HEREBY CERTIFY THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY FROM THE RECORDS OF THE CITY CLERK'S OFFICE, CITY OF GREENACRES, FLORIDA



Quintella L. Moorer
QUINTELLA L. MOORER, CMC
CITY CLERK

Between
CITY OF GREENACRES, FLORIDA

And
GrayRobinson, P.A.

For
Lobbying Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered on this 19th day of October, 2020, by and between the **City of Greenacres**, a Florida municipal corporation ("City") and GrayRobinson, a limited liability company/corporation authorized to do business in the State of Florida ("Consultant").

RECITALS

WHEREAS, the City is in need of certain governmental consulting and lobbying services to assist the City in obtaining state-level funding for various City projects and initiatives; and

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WHEREAS, the City and Consultant desire to enter into this Agreement in order to set forth the terms and conditions under which the Consultant will provide the consulting and lobbying services for the City.

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SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. The Consultant shall provide the City with consulting and lobbying services. The Consultant shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this

Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venture, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME AND TERMINATION.

- a. Term. The term of this Agreement shall commence on October 19, 2020 and shall be for an initial term of one (1) year with four (4) optional one (1) year renewals. The City Manager is authorized to exercise the optional one (1) year renewals. Each fiscal year of this Agreement and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida or Palm Beach County (if applicable) and the City. Notwithstanding the foregoing, this Agreement may be terminated as stated herein.
- b. Time for Completion. Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible.
- c. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving written notice of termination.
- d. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City.

SECTION 5: COMPENSATION.

- a. Payments. The total compensation to be paid by the City to the Consultant for its services shall not exceed sixty-five thousand dollars **(\$65,000.00) per yearly term.** The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing service to the City under this Agreement.
- b. Invoices. The City shall only be billed for actual services rendered. The Consultant will render invoices to the City for services that have been rendered in conformity with this Agreement and after satisfactory completion of the services. The invoices shall specify the services performed and the completion date of the services. Invoices shall be paid Net Thirty (30) days following the City's receipt of the Consultant's invoice.

SECTION 6: INDEMNIFICATION. The Consultant, its officers, employees and agents shall indemnify, hold harmless and defend the City, including its officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by an error, omission or the negligence of the Consultant, its officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The Consultant further agrees to indemnify, hold harmless and defend the City including its officers, employees and agents from and against any claim, demand or cause of action of any kind or nature arising out of any conduct or misconduct of the Consultant resulting from the

performance of services under this Agreement for which City, its officers, employees or agents are alleged to be liable. Nothing herein shall require the Consultant to indemnify, hold harmless or defend the City for its or its officers, employees and agents own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND NO CONTINGENT FEE.

- a. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.
- b. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee or sales representative working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee or sales representative working solely for the Consultant any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 8: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the subconsultant. The Consultant shall contact the City's Purchasing Agent for prior approval to use any subconsultant.

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SECTION 11: INSURANCE. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 Per Occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 Per Occurrence \$ 2,000,000 Annual Aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 Single Limits
Worker's Compensation	\$ Statutory Limits

The commercial general liability and any excess liability policies will name the City as an additional insured and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The additional insured and certificate holder address shall read: City of Greenacres, 5800 Melaleuca Lane, Greenacres, FL 33463. If no automobiles are owned by the Consultant, a statement to that extent must be provided to the City. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such

books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: EQUAL OPPORTUNITY EMPLOYMENT. The Consultant warrants and represents that it will not discriminate against any employee or applicant for employment for services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (with proof of service), or by nationally recognized overnight courier, and sent to the following for each party:

FOR CITY:

CITY OF GREENACRES
ATTN: ANDREA MCCUE, CITY MANAGER
5800 MELALEUCA LANE
GREENACRES, FL 33463

FOR CONSULTANT:

GRAYROBINSON
ATTN: JOSEPH SALZVERG
301 SOUTH BRONOUGH STREET
SUITE 600
P.O. BOX 11189
TALLAHASSEE, FL 32302-3189

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 21: ENTIRETY OF AGREEMENT. The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a nonexclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City Council.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. The parties agree to be bound by all the terms and conditions set forth in this Agreement. To the extent that there exists a conflict between the terms and conditions of this Agreement and any other correspondence between the City and CONSULTANT, this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. Any deliverables, work product, specifications, calculations, supporting documents, or other work products which are deliverables under this Agreement to the City shall become the property of the City. The Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The City accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 32: SCRUTINIZED COMPANIES

As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it and any authorized subcontractors are not participating in a boycott of Israel. The City and Contractor agree that the City will have the right to immediately terminate the Contract Documents if the Contractor and/or any authorized subcontractors is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

SECTION 33: REPRESENTATIONS and BINDING AUTHORITY. By signing this Agreement, the undersigned on behalf of the Consultant hereby represents to the City that he/she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he/she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 34: PUBLIC RECORDS. The Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records or designee, provide the City 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 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 records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the City.
- (d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that

are confidential or exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF GREENACRES, ATTN: CITY CLERK, AT (561) 642-2006, CITYCLERK@GREENACRESFL.GOV, 5800 MELALEUCA LANE, GREENACRES, FL 33463.

SECTION 35: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the "Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK SIGNATURE PAGE
FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals this 19th day of October, 2020.



CITY OF GREENACRES,
A municipal corporation of the State of Florida

ATTEST:

[Signature]
Quintella Moorer, City Clerk

BY [Signature]
Joel Flores, Mayor

ENDORSED AS TO FORM & LEGALITY:

[Signature] FOR
Glen Torcivla, City Attorney

(CORPORATE SEAL)

WITNESSES:

[Signature] Leda M. Wilson
[Signature] Tiffany Mecias

FIRM:

BY [Signature]
Signature
Joseph A. Satzberg
Typed Name

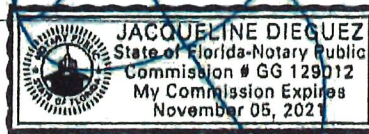
Attorney at Law/Government Consultant
Title

SWORN TO and SUBSCRIBED before me this 12 day of October, 2020.

(Seal)

Notary Public: [Signature]

My Commission Expires: _____



RESOLUTION NO. 2020-44

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR GOVERNMENTAL CONSULTING AND LOBBYING SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City is in need of certain governmental consulting and lobbying services to assist the City in obtaining state-level funding for various City projects and initiatives; and

WHEREAS, GrayRobinson, LLC, is experienced with providing such services for municipalities and representing them at the state level; and.

WHEREAS, The City and GrayRobinson, LLC, desire to enter into an Agreement in order to set forth the terms and conditions under which GrayRobinson, LLC, will provide the governmental consulting and lobbying services for the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, THAT:


Section 1. The City Council of the City of the Greenacres hereby authorizes the appropriate City Officials to execute the Professional Services Agreement as attached hereto.

Section 2. The City Clerk is hereby directed to transmit two (2) originals of the Professional Services Agreement to GrayRobinson, LLC.

Section 3. This Resolution shall be effective immediately upon adoption.

RESOLVED AND ADOPTED this 19th day of October, 2020.

Voted




Joel Flores
Mayor

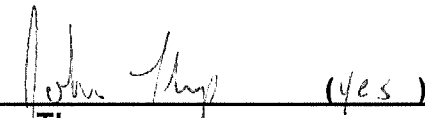
Attest:



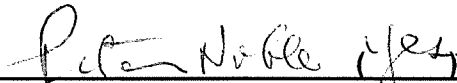
Quintella Moorer
City Clerk

 (yes)


Judith Dugo
Deputy Mayor

 (yes)


John Tharp
Council Member, District I

 (yes)

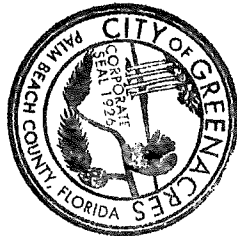
Peter Noble
Council Member, District II

 (yes)

Jonathan G. Pearce
Council Member, District IV

 (yes)

Paula Bousquet
Council Member, District V



Approved as to Form and Legal Sufficiency:



Glen J. Torcivia
City Attorney