

**PROFESSIONAL SERVICES AGREEMENT**  
**(Lobbying Services)**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on \_\_\_\_\_, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **AKERMAN, LLP**, a partnership, with principal address at 98 S.E. 7th Street, Suite 1100 Three Brickel City Centre, Miami, FL 33131, authorized to do business in the State of Florida (“Consultant”).

**RECITALS**

**WHEREAS**, the City issued a Request for Proposal (No.24-209) for the Lobbying Services (“RFP”); and

**WHEREAS**, Consultant has provided the City with a written proposal in response to the RFP to provide the services as described and set out in the RFP; and

**WHEREAS**, the City desires to accept Consultant’s proposal (incorporated herein by the reference) in order for Consultant to render the services to the City as provided herein; and

**WHEREAS**, Consultant further warrants that it is experienced and capable of performing the services hereunder in a professional and competent manner; and

**WHEREAS**, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by Consultant to 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 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 lobbying and intergovernmental consultant services, including but not limited to, representing the City’s interests before the Florida Legislature and the Executive Branch of the State government as more specifically described in the RFP and Consultant’s proposal, which are incorporated herein by reference, and Scope of Services attached hereto as an Exhibit “A” and incorporated herein by reference. The Consultant warrants that the services provided under this Agreement will be performed to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided.

**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 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 venturer, 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 upon the approval of this Agreement and shall be for the initial period of three (3) consecutive years with possibility of extension for two (2) more one (1) year periods upon the mutual agreement of both parties and dependent on the annual appropriation of funds by the CITY's City Commission. The renewal terms may be approved by the City Manager. Notwithstanding the foregoing, this Agreement may be earlier terminated as set forth in this Agreement.

b. Time for Completion. Time is of the essence in the performance of this Agreement. Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Scope of Services and as set forth in RFP or as otherwise agreed between the parties.

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or City may suspend its performance under this Agreement as a result of a force majeure event without being in default of this Agreement, but upon the removal of such force majeure event, the Consultant or City shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its sub-consultant's fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

e. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement for breach shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) business day period without further notice or demand, unless otherwise agreed to in writing by the parties.

f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any sub-consultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.
3. Continue and complete all parts of the services that have not been terminated.

g. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of services provided prior to the date of termination. In the event of termination and except as otherwise set forth in this Agreement, the Consultant will be compensated for services performed in accordance with this Agreement through the date of termination.

h. Termination for Non-appropriation. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation existing under the laws of the State of

Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

#### **SECTION 5: COMPENSATION.**

a. **Payments.** The Consultant expressly acknowledges and agrees that the total not to exceed cost to complete the Scope of Services in accordance with the RFP and this Agreement is **Thirty Thousand Dollars (\$30,000.00)** annually, and no additional costs shall be authorized without prior written approval from the City. The City shall not reimburse Consultant for any additional costs incurred as a direct or indirect result of Consultant providing services to the City under this Agreement and not set forth in **Exhibit "A"**. The Consultant must receive prior written approval from the City before providing any additional services to be charged under the hourly rate or otherwise.

b. **Invoices.** Consultant shall render invoices to the City for services that have been rendered in conformity with this Agreement, the RFP, and the price schedule set forth in **Exhibit "B"**. The monthly invoices shall set forth the Total Annual Cost (at monthly increments). Invoices will be reviewed for approval and if an invoice is not approved, the City will notify Consultant within ten (10) days of deficiencies in the invoice. Once the deficiencies are corrected and a new or amended invoice submitted, the City shall make payment within twenty (20) days. Invoices will normally be paid within thirty (30) days following the City's receipt of Consultant's invoice. All invoices shall be paid in accordance with the Local Government Prompt Payment Act, Section 218.70, et. seq.

c. **No contingency fees.** Both parties agree that the payment of compensation under this Agreement is not contingent upon the outcome or success of the services provided. In accordance with Section 11.047, Florida Statutes, and Section 112.3217, Florida Statutes, as amended from time to time, both parties agree that neither shall pay or accept any contingency fee for services provided under this Agreement.

**SECTION 6: INDEMNIFICATION; LIMITATION OF LIABILITY.** Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers and employees 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 the negligence, recklessness, willful misconduct, actions or inactions of Consultant, its officers, directors, employees, representatives, agents and any other person employed or utilized by Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its 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 Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver and limitations provided in section 768.28, Florida Statutes, as amended from time to time. The provisions and limitations set forth in section 768.28, Florida Statutes, are deemed to apply to this Agreement to claims or actions arising in tort and claims or actions arising in contract.

IN NO EVENT WILL THE CITY BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES WHETHER OR NOT CAUSED BY THE CITY'S NEGLIGENCE EVEN IF THE CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**SECTION 7: COMPLIANCE AND DISQUALIFICATION; INTEREST OF CONSULTANT.** 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. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any services to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

**SECTION 8: PERSONNEL.** The services to be performed hereunder shall be performed by the Consultant's own employees/staff, unless otherwise authorized in writing by the City. 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 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 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, 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.

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

**SECTION 11: INSURANCE.** Prior to commencing any services, 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 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 automobile liability policies will name the "City of Lake Worth Beach, its officials, employees and representatives" as an additional insured; all policies shall apply on a primary, non-contributing basis; 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 certificates shall clearly indicate that 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 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: LAW, VENUE, REMEDIES AND ENFORCEMENT COSTS.** 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. Except as otherwise provided in the indemnification provision herein, each party shall be responsible for its own attorney's fees and costs in any dispute arising out of or related to this Agreement.

**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.** 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 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: NONDISCRIMINATION.** Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**SECTION 17: AUTHORITY TO PRACTICE.** Consultant hereby represents and warrants that it has and will continue to maintain all licenses, registrations, 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, registrations, 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. Consultant certifies that it and its affiliates have not been placed on the convicted vendor list within the 36 months immediately preceding this Agreement. 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 (RRR), or by nationally recognized overnight courier, and if sent to the City shall be sent to:

City of Lake Worth Beach  
Attn: City Manager/Financial Department/Procurement Division  
7 N. Dixie Highway  
Lake Worth Beach, FL 33460

and if sent to Consultant, shall be sent to:

Akerman, LLP  
Attn: Richard Pinsky  
777 S. Flagler Dr. Ste. 1100, West Tower  
West Palm Beach, FL 33411

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 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 non-exclusive 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 Consultant to terminate for cause.

**SECTION 25: LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

**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. This Agreement may be signed digitally and each digitally signed counterpart shall be considered as an original of the signing party.

**SECTION 29: PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, Consultant acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. 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.** This Agreement consists of this Agreement, the RFP (which is incorporated herein by reference as if set forth in full), **Exhibit “A”** (Scope of Services), and **Exhibit “B”** (Price Proposal). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and the remaining aforementioned documents, the terms and conditions of this Agreement shall prevail. The RFP shall take precedence over the Consultant’s Price Proposal in Exhibit “B”. 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.** The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the City in the RFP or in **Exhibit “A”** (or otherwise) shall become the property of the City. 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, on behalf of Consultant, the undersigned hereby represents to the City that he or 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 Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SECTION 33: PUBLIC RECORDS.** 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 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 Consultant or keep and maintain public records required by the City to perform the service. If Consultant

transfers all public records to the City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, 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 AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**

**SECTION 34: 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.

**SECTION 35: EXPORT ADMINISTRATION.** Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

**SECTION 36: SCRUTINIZED COMPANIES.**

(a) Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Consultant may immediately terminate this Agreement at its sole option if the Consultant or any of its subcontractors are found to have submitted a false certification; or if the Consultant or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Agreement.

(b) If this Agreement is for one million dollars or more, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the Consultant, or any of its subcontractors are found to have submitted a false certification; or if the Consultant or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

(c) The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.



- (d) The Consultant agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.
- (e) The Consultant agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Consultant shall immediately notify the CITY of the same.
- (f) As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**SECTION 37: E-VERIFY.** Pursuant to Section 448.095(5), Florida Statutes, the Consultant shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;
- (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;
- (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- (f) Be aware that if the City terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Consultant may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

**SECTION 38: COMPLIANCE WITH SECTION 787.06.** By signing this Agreement before a notary public and taking an oath under the penalty of perjury, the Consultant attests and warrants that Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes, as amended from time to time.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Lobbying Services) as of the day and year set forth above.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

By: \_\_\_\_\_  
Melissa Anne Coyne, MMC, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

**CONSULTANT: Akerman, LLP**

By: 

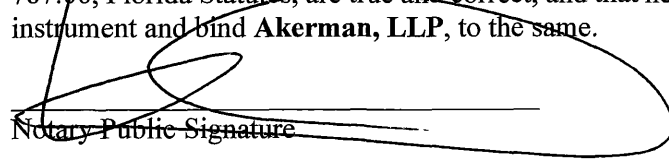
[Corporate Seal]

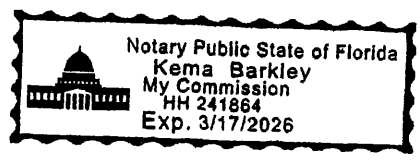
Print Name: Richard Pinsky

Title: Policy Group Manager

STATE OF Florida  
COUNTY OF palm beach

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 26 day of September, 2024, by Kema Barkley, as the notary [title] of Akerman, LLP a partnership authorized to do business in the State of Florida, who is  personally known to me or  who has produced \_\_\_\_\_ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, ~~are true and correct~~, and that he or she is duly authorized to execute the foregoing instrument and bind Akerman, LLP, to the same.

  
Notary Public Signature

Notary Seal: 

## EXHIBIT "A"

### Scope of Services

The Consultant will, in accordance with the highest legal, ethical, and professional standards, provide, at the discretion of the City Manager, lobbying services to the City of Lake Worth Beach. The Consultant will provide a full range of professional lobbying services and advocacy before the Florida Legislature, the Governor, the Cabinet, and executive departments, agencies, offices, commissions, and other governmental units of the State of Florida with respect to all matters contained within the City's State legislative agenda, assigned executive branch projects, and other issues or projects of the City as assigned by the City Manager and/or designee.

Areas of responsibility to achieve such representation include, but are not limited to, the following:

1. Generally, identify, review, and analyze any and all relevant state legislative bills, resolutions, ballot issues, journals, votes, fiscal notes, and all relevant discourse pertaining to the legislative sessions of the Legislature of the State of Florida in a timely manner to assist the City in determining its policy positions. This work effort includes detecting introduction of pertinent legislation and regulations that may affect the City. Help develop an annual legislative agenda that clearly and concisely communicates the City's:
  - a. Objectives for funding allocations, grants, and local projects;
  - b. Position on legislation that preempts home rule;
  - c. Position on specific issues of local interest that are under debate in committees;
2. Consult with the City on specific strategies to effectively:
  - a. Promote the City's agenda to members of the Legislature, the Governor and Cabinet members, executive departments, agencies, offices, commissions, and other governmental units of the State of Florida;
  - b. Maximize the City's use of State programs and allocations.
3. Implement these strategies by:
  - a. Attending legislative committee meetings, briefings, and hearings during Session and interim committee weeks;
  - b. Regularly briefing City staff and Commission members and identifying opportunities for the City to appear before committees, participate in hearings, and submit comments;
  - c. Arranging meetings if needed in Tallahassee among City staff and Commission members and legislative committee members, and State agency staff.
  - d. Regularly communicating with key legislative committee chairs, members, and staff to inform them of the City's interests and learn about potential legislative developments before they occur.
  - e. Submitting weekly reports to City Staff and monthly in person presentations to the City Commission
4. Monitor, review and comment on the:
  - a. Progress of pertinent legislation that has been introduced.
  - b. Progress of City bills, amendments, applications, and proposals.
  - c. Filing of new bills with the potential to affect issues important to the City and updating the City's legislative agenda, its objectives, and communication strategies, if needed;
  - d. Proposed changes to funding formulas and allocations and agency proposals, administrative rules and regulations, if any.
  - e. Status of any pertinent rollover bills and any key studies being conducted by executive officials, legislative officials, or other state employees concerning any proposed action that may impact the City.

- f. Progress of the state budget to determine the potential and final fiscal impacts of the state budget on the City.
  - g. Gubernatorial vetoes and special sessions of the Florida Legislature to determine their impact on the City.
5. Provide advice and recommendations and take the lead on the development of support materials including but not limited to drafting all letters, briefing sheets, talking points, written summaries and materials necessary to develop and implement timely and efficient processes to forecast, screen, review, analyze and respond to legislative matters, and other written communication materials used to promote the City's agenda.
6. Be readily available during Regular, Extended, or Special Sessions to monitor and interpret, obtain documentation and research materials, and prepare responses.
7. Secure sponsorship of bills and/or amendments needed to further the City's legislative agenda.
8. Prepare and submit written reports during Session and interim committee weeks regarding progress on the City's agenda and objectives. These will include:
  - a. Generally, the status, prospects, movement, opposition, support, etc., of pertinent legislation or proposed regulations.
  - b. Weekly reports on activities directly related to the agenda's specific funding, home rule, and issues objectives. NOTE: This will focus on the activities of the consultant that specifically relate to the City's agenda and objectives, not on the routine news of what legislative committees did;
  - c. These reports will be distributed to the City prior to a weekly (or as otherwise requested by the City Manager or designee) phone conference with key staff to discuss progress toward the agenda items and emerging issues;
  - d. An end-of-session report that summarizes the City's success in accomplishing its agenda objectives. This should include project/issue analysis of each agenda item and its objectives, with a quantifiable assessment of the benefit/loss to the City for specific allocations, grants, and costs of operation because of new unfunded mandates.
9. Upon request of the City Manager or designee, coordinate and participate in scheduled conference calls or meetings with officials from the City Manager's Office, Mayor and Commission, or the City Attorney to provide updates on contacts and advocacy efforts made on behalf of the City. The Consultant will be available for such consultation on a regular basis as requested, and in accordance with the ebb and flow of legislative work over the course of the legislative sessions.
10. Provide monthly invoice with reasonably detailed time and appointment report.
11. Attend City Commission meetings once per month and make in person presentation outlining all activities of the consultant that specifically relate to the City's agenda, objectives and ongoing efforts.
12. Coordinate all efforts with the City Manager or designee to ensure consistent advocacy of City priorities and projects; communicate through the Mayor or designated Commission liaison. Represent and advocate, as designated, the City's position on legislative matters to elected members of the Florida Legislature, state organizations, policymakers, legislative support staff, other lobbyists, the Governor and staff, other municipal leaders, Florida League of Cities, community groups or any other designated entity or individual engaging in efforts that may impact the operations or success of the City.
13. When appropriate to advance the City's interests, the Consultant shall coordinate the attendance of elected officers, appointed officers, or employees of the City at meetings at the County or State level. Organize and schedule visits and testimony by the City Manager and staff, the Mayor and Commission, or City Attorney when in the best interest of the City.

14. Recommend development of appropriate coalitions and participation in joint association with other cities on common interests and of benefit to the City. Attend key regional meetings of cities as needed.
15. Comply with all State and local requirements for ethics, accountability, and registration applicable to lobbying activities.
16. Other related services as assigned by the City Manager or designee.

If any services, functions, or responsibilities are not specifically described in this Exhibit "A" or elsewhere in this Agreement but are necessary for the proper performance and provision of the services, they shall be deemed to be implied by and included within the Scope of Services to the same extent and in the same manner as if specifically described herein.

**EXHIBIT "B"**

**CONSULTANT'S PRICE SCHEDULE**

<b>Item #</b>	<b>Description</b>	<b>Price per Month</b>	<b>Qty</b>	<b>Annual Total</b>
1.	Lobbying services to include all services as described in the solicitation	\$ 2,500.00	12	\$ 30,000.00