

**CITY OF PAHOKEE AGREEMENT FOR LOBBYING SERVICES
(Piggyback Competitive Award)**

**Piggyback City of Palatka Request for Qualifications
(RFQ) #2021-18
Lobbying Services**

This Agreement is made this _____ day of May 2025, between the City of Pahokee, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 207 Begonia Dr, Pahokee, Florida 33476 (the "**City**"), and Becker & Poliakoff, P.A. whose address is 1 East Broward Boulevard, Suite 1800, Fort Lauderdale, Florida 33301 (the "**Contractor**").

WITNESSETH

WHEREAS, the Contractor desires to enter into this Agreement ("Agreement") with City to provide Lobbying services, within the City (the "Project"); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between Contractor and the City of Palatka, as set forth in the City of Palatka Request for Qualifications No. 2021-18 ("the RFQ"); and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement commences upon full execution starting November 14, 2024, and ends November 14, 2025, as set forth in the Palatka Lobbying Consultant Services Second Renewal Agreement.

Section 2. Contract Terms. The Contractor agrees to provide the City with Lobbying Services in accordance with the City's requirements as set forth herein and the Standard Contract between City of Palatka and the Contractor dated on or about November 14, 2025 (the "City of Palatka Agreement"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes and are collectively referred to as the "Contract Documents" and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be this: Agreement, the City of Palatka Agreement and the Contractor's accepted proposal.

Section 3. Scope of Work

The following provisions are included:

A. City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. For purposes of this Agreement, Michael E. Jackson, (City Manager), shall be the City Representative and may be reached at (561) 924-55334 Ext. 2000.

B. The City of Pahokee shall be substituted for the City of Palatka with regard to any and all provisions of the City of Palatka Agreement, the RFQ, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

C. Contractor shall not commence work on the Project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided

to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Michael E. Jackson, City Manager
City of Pahokee
207 Begonia Dr
Pahokee, Florida 33476

Copy To: Burnadette Norris-Weeks, P.A.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Contractor: Yolanda Cash Jackson
Becker & Poliakoff, P.A.
1 East Broward Boulevard
Suite 1800
Fort Lauderdale, FL 33301

Section 6. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 7. E-Verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 924-5534, email: nclarke@cityofpahokee.com OR BY MAIL: City of Pahokee's City Clerk's Office, 207 Begonia Dr, Pahokee, FL, 33476

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

CITY: City of Pahokee

By:_____

Michael E. Jackson, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF
AND RELIANCE BY THE CITY OF PAHOKEE ONLY:

By:_____

City Attorney
Burnadette Norris-Weeks, P.A.

By:_____

Nylene Clarke, City Clerk

CONTRACTOR:
Becker & Poliakoff, P.A.

By: _____

Witness: _____

PRINT NAME

Date: _____

TITLE

Date: _____

EXHIBIT “A”