

LOBBYING CONSULTANT SERVICES SECOND RENEWAL AGREEMENT

THIS AGREEMENT made entered into this 14th day of November, 2024, by and between BECKER & POLIAKOFF, a Florida Profit Corporation, 1 East Broward Boulevard, Suite 1800, Fort Lauderdale, Florida 33301 (hereinafter “Becker”) and the CITY OF PALATKA, a Florida municipal corporation, 201 N. 2 St., Palatka, FL 32177 (hereinafter “City”).

WITNESSETH:

WHEREAS, on November 2, 2021, a Request for Qualifications (RFQ) #2021-18 was advertised and released soliciting proposals for professional services from qualified lobbyist firms; and

WHEREAS, a proposal from BECKER was properly submitted and received prior to the advertised deadline; and

WHEREAS, an evaluation committee met on November 12, 2021, and the ranked the submitted proposals; and

WHEREAS, on November 18, 2021, the CITY Commission deliberated and rejected the ranking recommendation of the evaluation committee and selected BECKER as the top ranked respondent; and

WHEREAS, the City awarded RFQ 2021-18 to Becker & Poliakoff on February 21, 2023 and entered into an agreement with the firm for an initial term of 2 years with 2 1-year renewal options; and

WHEREAS, the City entered into a 1-year renewal agreement with the firm on September 28, 2023; and

WHEREAS, the City desires to enter into a second and final 1-year renewal agreement with the firm; and

WHEREAS, the lobbying services are to include State and Federal lobbyist services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

SCOPE OF SERVICES

BECKER shall advise, counsel, and represent the CITY of Palatka in pursuing legislative initiatives and grant applications and awards at the State level and Federal level. BECKER shall assist the CITY of Palatka in preparing its state, federal and administrative agendas and shall strategize with the CITY of Palatka as requested and as stated and outlined in the CITY of Palatka Request for Qualification (RFQ) 2021-18, which is attached hereto as Exhibit A and incorporated

herein by reference into this Agreement. BECKER shall identify topics and areas of need to legislators serving the CITY of Palatka, pertinent legislative leaders and committee chairs, and administrative officials.

THAT in consideration of the mutual covenants and agreements herein contained the parties hereto as follows:

1. The CITY does hereby renew the engagement of a retainer of BECKER for Lobbying Consulting Services for a one-year renewal term commencing on January 17, 2025, and ending on the January 16, 2026, for representation before the State of Florida Legislature, Florida Office of the Governor, United States Congress, Federal agencies and entities and other departments and agencies relevant to the interests of the CITY.
2. BECKER accepts such retainer and agrees to render and perform all services necessary or proper for the advancement of the interests of the CITY to the extent required by the CITY and agreed to by BECKER and designated as responsibilities to be assumed by BECKER.
3. The CITY shall pay to BECKER as compensation for the services to be performed and as hereinbefore set forth the sum of Sixty Thousand Dollars (\$60,000.00) for the twelve-month renewal term. The sum of Five Thousand (\$5,000.00) will be payable in twelve equal monthly installments upon presentation of an invoice outlining services for the preceding month, payable in arrears.
4. It is understood that this a non-exclusive Agreement, however, BECKER will not undertake any responsibilities or engage in any activities which reasonably conflict with the interest of the CITY. BECKER shall disclose to the CITY in writing any situation which may reasonably present a conflict of interest.
5. BECKER agrees that it shall not represent any entity in any form or support a position in opposition to a position of the CITY, unless the City Commission grants a specific waiver for a specific lobbying activity.
6. BECKER shall be obligated to declare in writing to the City Manager the existence of a conflict and request a waiver, if applicable, within five (5) business days of the discovery of a conflict.
7. BECKER agrees that the key personnel who will be providing services to the CITY are Yolanda Cash Jackson, Clarence Williams and LaToya Sheals. The CITY understands that it may be necessary to replace certain key personnel. However, the CITY shall be consulted and have input prior to the replacement of any key personnel.

STATE GOVERNMENT

BECKER shall:

Work with the CITY in developing special or general legislation as directed by the CITY Commission.

Assist the CITY in coordinating and obtaining State grants. BECKER is not expected to prepare grant applications.

Testify and lobby on behalf of the CITY, to every level of State government on behalf of the CITY.

Appear and testify at State agency hearings, rulemaking proceeding and other administrative and legislative meetings, in order to promote and seek passage of legislation that affect the CITY as directed by the CITY Commission.

Coordinate appointments/meetings between CITY elected officials and/or CITY staff upon request with appropriate state officials/legislators/staff.

Report periodically and regularly to the CITY through correspondence, informational bulletins, electronic mail or telephonically concerning legislation, rules, policy and program directions and directives, by including but not limited to, forwarding copies of appropriate bills to the CITY, informing the CITY of various meeting/hearings attended on the CITY's behalf, providing the CITY with applicable interim studies prepared by the House or Senate, pertinent information from the Florida Administrative Weekly, and individually meeting with or contacting the Mayor and City Commission on required issues.

Shall submit a report to the City Commission summarizing the status of the CITY's legislative priorities two (2) weeks of the closing of the Regular and/or Special Session of the Legislature. A more detailed written report on specific legislation and new requirements affecting the CITY shall be provided thirty (30) days after the close of the Regular and/or Special Session.

FEDERAL GOVERNMENT

BECKER shall:

Attend all scheduled, extended or special legislative sessions and meetings, federal administrative and agency hearings, meetings, or rule making proceedings; and legal and legislative consulting services.

Shall identify those issues that may affect the CITY or its citizens and regularly inform the CITY as to these matters, both written and orally, and to provide legal and legislative expertise and consulting services.

Shall assist the CITY in the coordination and development of the CITY's federal legislative program, as it relates to public safety, law enforcement, business attraction and retention, infrastructure improvements, telecommunications, transportation, environmental, affordable housing, economic development, revenue development, broadband, mandates and other issues.

Shall monitor federal legislative committee meetings, agencies hearings and meetings prior to and during the regular and special legislative session(s) at which specific issues within the CITY's adopted legislative programs are considered, as well as others that may arise that affect the CITY.

Shall work with the CITY Commission and staff to develop special or general federal legislation in keeping with, or that are supportive of, the CITY's legislative program.

BECKER shall develop strategies to obtain and maximum funding for all areas of CITY's services including but not limited to public works, law enforcement, transportation infrastructure, water resources, housing, broadband, appropriations and grant programs administered by the Federal government.

BECKER shall maintain direct and frequent contact with key United States Senators and Representatives, and advocate for the CITY's interest during the Federal legislative and regulatory processes.

BECKER shall, upon request, coordinate appointments/meetings between the City Commission and/or CITY staff, and appropriate federal officials and legislators.

GENERAL

BECKER shall prepare and submit reports that may include but not limited to: personal briefings, emails, and information bulletins pertinent to legislation rules or regulations, and other federal policies or programs that affect the CITY and its citizens either directly or indirectly. A report summarizing the status of the CITY's legislative priorities shall be provided within seven (7) days of the closing of the session and a more detailed final written report on specific legislation and ne requirements affecting the CITY shall be provided within a reasonable time period, not to exceed thirty (30) days from the close of session.

BECKER shall prepare and submit periodic written reports (at least monthly) during those months that the legislature is not in session, on issues of interest or concern to the CITY, including but not limited to interim committee meetings, rulemaking hearings, status of studies underway and advance notice of proposed legislation.

BECKER shall, upon request by the CITY, assist the CITY in coordinating and obtaining Federal grants. BECKER is **not** expected to prepare grant applications.

BECKER shall comply with and register as required by State and Federal rules, statutes, policies, regulations and guidelines for legislative and executive branches lobbying activities.

INDEMNIFICATION

BECKER shall indemnify and hold harmless the CITY, its officers, employees, representatives and agents, from any and all liability arising out of claims and litigation related to the services to be provided, including but not limited, to any actions that my arise from allegations regarding

determination of appropriateness or inappropriateness of care or any errors or omissions related to the services provided.

WAIVER

No waiver by the CITY of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by BECKER of the same, or any other provision or the enforcement thereof.

NON-ASSIGNABILITY

This Agreement or any portion hereof shall not be assigned or transferred by either party without the written consent of the other party.

NOTICE

The delivery of any items and the giving of notice in compliance with the terms of this Agreement shall be accomplished by making same, in writing, and by the delivery thereof to the party intended to receive it via US Mail to the following:

As to the CITY:
City Manager
City of Palatka
201 N. 2nd St.
Palatka, FL 32177
386-329-0100

As to BECKER:
Yolanda Cash Jackson
Becker & Poliakoff, P.A.
1 East Broward Blvd.
Fort Lauderdale, FL 33301
954-987-7550

BINDING EFFECT

All of the terms and provisions of the Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

CONSTRUCTION

This Agreement and terms thereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Putnam County, Florida.

SEVERABILITY

Should any phrase, word or provision hereof be declared illegal or invalid by a court of competent jurisdiction, such declaration or illegality and/or invalidity shall not affect the remainder hereof.

SCRUTINIZED COMPANIES

In executing this Agreement, BECKER certifies that it is not listed on the Scrutinized Companies that Boycott Israel List nor is BECKER engaged in a boycott of Israel (as defined in 215.4725, F.S.). BECKER agrees, pursuant to section 287.135, F.S. that the Council may immediately terminate this Agreement for cause if the Provider is found to have submitted a false certification

or is placed on the Scrutinized Companies that Boycott Israel List or is found to be engaged in a boycott of Israel during the term of the Agreement.

HUMAN TRAFFICKING


Upon execution of this Contract, BECKER hereby attests under penalty of perjury that its organization does not use coercion of labor or services, as defined in Fla. Stat. 787.06, in any part of the operation of its organization.

ENTIRE AGREEMENT: MODIFICATION

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.


IN WITNESS THEROF, the parties hereto have hereunto set their hand and seals the day and year first above written.

CITY OF PALATKA



Roberta M. Correa
Mayor

BECKER & POLIAKOFF



Yolanda Cash Jackson
Shareholder

ATTEST



Sunni Krantz, CMC
City Clerk