



**AMENDMENT TO AGREEMENT  
FOR  
LEGISLATIVE CONSULTING SERVICES**

THIS IS AN AGREEMENT ("Agreement"), dated this 18<sup>th</sup> day of May 2022, by and between:

**CITY OF OAKLAND PARK**, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3650 NE 12 Avenue, Oakland Park, FL 33334 ("City"),

and

**RUSS KLENETS AND ASSOCIATES.**, a corporation authorized to do business in the State of Florida, located at 1512 East Broward Blvd, Suite 103, Fort Lauderdale, FL, 33301

City and CONSULTANT may each be referred to herein as "party" or collectively as "parties".

**WHEREAS**, at the September 21, 2011 City Commission meeting, the CITY approved entering into an Agreement with CONSULTANT to provide Legislative Consulting Services; and

**WHEREAS**, the City Commission has subsequently approved the annual extension of the Agreement with CONSULTANT to provide Legislative Consulting Services; and

**WHEREAS**, the Parties seek to further amend the existing Agreement to provide for additional Supplemental Lobbying Services and the Effective Rates for such Services, attached hereto as "EXHIBIT A", and to ensure compliance with recent amendments to Florida law; and

**WHEREAS**, the Parties agree that all original terms & conditions and price remains the same as in the Original Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

**Section 1.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

**Section 2.** Scrutinized Companies. CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

2.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

2.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

2.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

2.2.2 Is engaged in business operations in Syria.

**Section 3.** E-Verify. CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

3.1 Definitions for this Section:

3.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, CONSULTANT or consultant.

3.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

3.1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

3.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

3.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

3.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the CITY OF OAKLAND PARK. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CITY OF OAKLAND PARK; and

3.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**Section 4.** That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein and as shown in EXHIBIT A.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF OAKLAND PARK, a Florida municipal corporation

BY: [Signature]  
CITY MANAGER

ATTEST:  
BY: [Signature]  
CITY CLERK R. 2022. 004



APPROVED AS TO LEGAL FORM:  
BY: [Signature]  
CITY ATTORNEY

WITNESSED BY:

RUSS KLENET & ASSOCIATES.

\_\_\_\_\_  
Print name

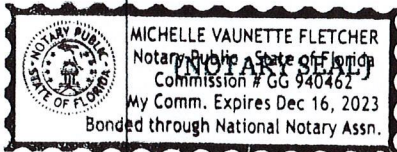
BY: [Signature]  
Name: Russ Klenet  
Title: President

\_\_\_\_\_  
Print name

STATE: **FLORIDA**  
COUNTY: Broward

Sworn to (or affirmed) and subscribed before me this 20<sup>th</sup> day of May, 2022, by: David Hebert, City Manager  
Name of person making statement

Michelle V. Fletcher  
Signature of Notary Public - State of Florida  
Michelle V. Fletcher  
Name of Notary Typed, Printed, or Stamped



Personally Known  OR Produced Identification

Type of Identification Produced \_\_\_\_\_

ADDITIONAL SCOPE OF SERVICES

Section 1: PURPOSE: The parties agree that the main purpose of this Exhibit is to provide for additional Services not otherwise contemplated in Section 2. SCOPE OF SERVICES of the Agreement and to provide an appropriate rate schedule for such.

Section 2: ADDITIONAL SCOPE OF SERVICES:

2.01 Additional Services: Contractor to manage and coordinate on behalf of the City the provision of external, specialized lobbying services as needed and directed by the City.

2.02 Cost of Additional Services: The cost of the additional services will be negotiated between the City and the Contractor and are subject to the availability of appropriated funding for such services.

2.03 Administration & Billing: The City shall issue a separate purchase order for the value of these services; no additional services are to be provided by Contractor until receipt of the purchase order. Billing for additional services shall be submitted to the City as a separate and distinct invoice with reference to the issued purchase order. The cost of services shall under no circumstances exceed the amount of the purchase order. Invoices shall be sent to the attention of the City Manager and shall also include a summary of the services provided on behalf of the CITY during this period.

**Proposed Budget Amendment****18-May-22****AMENDMENT TO LOBBYING SERVICES AGREEMENT****Recommended Budget Amendment**

<b>Type</b>	<b>Acct. Name &amp; Number</b>	<b>Revised Budget</b>	<b>Recommended Amendment</b>	<b>Adjusted Budget</b>
Expenditure	Professional Services 00110511.431300	\$ 83,000	\$ 40,000	\$ 123,000
Expenditure	Contingency 00155582.499090	\$ 250,000	\$ (40,000)	\$ 210,000
<p>THE ABOVE LINES ARE TO PROVIDE ADDITIONAL FUNDING RELATIVE TO THE AMENDMENT OF THE LOBBYING SERVICES. ADDITIONAL FUNDING FOR FY 22 WILL UTILIZE CONTINGENCY FUNDS.</p>				

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**RESOLUTION NO. R-2022-064**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH RUSS KLENET AND ASSOCIATES; PROVIDING FOR SUPPLEMENTAL LOBBYING SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission deems it to be in the best interests of the City to execute an Amendment to the Agreement with Russ Klenet and Associates providing for supplemental lobbying services.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:**

**SECTION 1.** The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

**SECTION 2.** The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the proper city officials to execute an Amendment to the Agreement with Russ Klenet and Associates providing for supplemental lobbying services.

**SECTION 3.** The City Commission of the City of Oakland Park, Florida hereby approves the Proposed Budget Amendment attached hereto as Exhibit "B".

**SECTION 4.** The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

**SECTION 5.** All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**SECTION 6.** If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

**SECTION 7.** This Resolution shall become effective immediately upon its passage and adoption.

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**ADOPTED** by the City Commission of the City of Oakland Park, Florida this 18<sup>th</sup> day of May 2022.

CITY OF OAKLAND PARK, FLORIDA

  
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MAYOR MICHAEL E. CARN

A. GORDON	<u>YES</u>
M. ROSENWALD	<u>YES</u>
M. SPARKS	<u>ABSENT</u>
J. BOLIN	<u>YES</u>
M. CARN	<u>YES</u>

ATTEST:

  
\_\_\_\_\_  
RENEE M. SHROUT, CMC  
CITY CLERK