



**RENEWAL OF AGREEMENT
FOR
LEGISLATIVE CONSULTING SERVICES**

WHEREAS, the City of Oakland Park, a Florida municipal corporation (the "City") and **Russ Klenet & Associates** (the "CONSULTANT") entered into an Agreement to provide Legislative Consulting Services (hereinafter "Original Agreement") (Exhibit A).

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

NOW THEREFORE, in consideration of the mutual covenants, the City and Russ Klenet & Associates do agree that:

1. On September 21, 2011, the City entered into an Agreement with CONSULTANT to provide Legislative Consulting Services pursuant to the Scope of Work defined in RFP 071511,
2. The City Commission subsequently approved renewals of the Agreement with CONSULTANT to continue to provide Legislative Consulting Services.
3. On May 18, 2022, the Parties further amended the Agreement to provide for additional Supplemental Lobbying Services and accepted the amended rate for such services (EXHIBIT B).
4. The current term of the Agreement will expire on September 30, 2022, and the Consultant has agreed to renew the Agreement for an additional 1-year period, October 1, 2022, to September 30, 2023.
5. All terms, conditions, and provisions of RFP 071511 are incorporated herein by reference and made a specific part hereof.

CITY: City of Oakland Park

CONSULTANT: Russ Klenet & Associates

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

**LEGISLATIVE CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF OAKLAND PARK AND RUSS KLENET & ASSOCIATES**

THIS AGREEMENT made and entered into this 6 day of December, 2011,
by and between:

CITY OF OAKLAND PARK, FLORIDA
a municipal corporation
3650 NE 12th Avenue
Oakland Park, FL 33334

(hereinafter referred to as "CITY")

and

RUSS KLENET & ASSOCIATES
a FL corporation

(hereinafter jointly referred to as "CONSULTANT")

WHEREAS, at the October 1, 2011, City Commission meeting, the CITY approved entering into an Agreement with CONSULTANT to provide Legislative Consulting Services; now, therefore

IN CONSIDERATION of the mutual covenants and conditions herein expressed and of the faithful performance of all such covenants and conditions, CITY and CONSULTANT do mutually agree as follows:

Section 1. PURPOSE: The parties agree that the main purpose of this Agreement is for CONSULTANT to provide professional legislative consulting services for a period of two (2) years, including attendance at relevant meetings of the Broward County Legislative Delegation.

Section 2. SCOPE OF SERVICES:

2.01 This Scope of Services between CITY and CONSULTANT will set forth the duties, obligations and responsibilities of CITY and CONSULTANT in the provision of legislative consulting services and related services for CITY. CONSULTANT shall provide the following services during the term of this Agreement:

- (A) Have knowledge of Federal, State, and Local Government, and legislative process;
- (B) Have knowledge of the City of Oakland Park and its goals;
- (C) Have a proven track record of successfully lobbying for local government;

- (D) Attend and represent the City before local governments, the Florida Legislature and Congressional Sessions during scheduled, extended or special legislative sessions and meetings;
- (E) Represent the City and advocate the City's positions on issues considered by the President/Congress, Governor; State Legislature, state departments or agencies, other state-level entities; and local entities;
- (F) Represent the City in front of administrative and agency hearings, meetings or rulemaking proceedings;
- (G) Monitor, identify and prioritize challenges and opportunities for the City with respect to issues under consideration by the Federal Government, State Legislature, state or regional agencies and local entities;
- (H) Complete in a timely fashion all forms and reports required of the lobbyist by the federal government, state and other relevant jurisdictions;
- (I) Provide weekly reports/summaries of activities and issues during meeting with the Congressional Session and Florida Legislature;
- (J) Provide timely telephone and/or email updates with designated staff on significant City of Oakland Park objectives as appropriate.
- (K) Attend meetings of the City Commission and other meetings with city staff as reasonably required.

Section 3. RESPONSIBILITIES OF CITY:

3.01 CITY shall designate the City Manager as the lead staff person to coordinate with CONSULTANT; however, other individuals may be designated by City Manager from time to time.

- (A) CITY shall have appropriate staff available as required to discuss issues with CONSULTANT. CITY acknowledges that, especially during the legislative session, it is important to have the appropriate staff available.
- (B) CITY shall use its best efforts in cooperating with CONSULTANT in providing the information and documentation necessary to CONSULTANT in the performance of the Legislative Consulting Services under this Agreement.

Section 4. CONSULTANT' RESPONSIBILITIES:

4.01 CONSULTANT shall perform the scope of services, as set out in Section 2 and throughout this Agreement, as the Legislative Consultant. Said scope of services shall not be deemed to be all-inclusive and may be changed from time to time as authorized by

City Commission.

4.02 All correspondence shall be directed through the City Manager or his designee.

4.03 CONSULTANT shall devote reasonable and sufficient time to representation of CITY to achieve satisfactory results.

Section 5. INDEPENDENT CONTRACTOR STATUS:

5.01 CONSULTANT and its employees, subcontractors, volunteers and agents, shall be and remain independent contractors and not agents or employees of CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

5.02 CITY will not be responsible for reporting or paying employment taxes or other similar levies which may be required by the United States Internal Revenue Service or other state agencies.

Section 6. TERM OF AGREEMENT:

6.01 This Agreement shall be effective on October 1, 2011 and shall terminate on September 30, 2013 unless terminated earlier pursuant to the Section 12 of this Agreement.

Section 7. COMPENSATION:

7.01 For the period beginning October 1, 2011, CONSULTANT shall be paid as follows:

(A) CITY shall pay CONSULTANT an amount up to \$46,500.00 annually to be invoiced by CONSULTANT on a monthly basis by the 10th day of each month for services rendered during the prior month. This invoice shall include, but not be limited to, the type of service provided and an indication of person/committees/agencies with whom CONSULTANT met. This statement shall also include a summary of services provided and approximate time spent by CONSULTANT on behalf of the CITY during this period.

(B) The fee established in 7.01 (A) above is inclusive of expenses for CONSULTANT, excluding however, travel expenses which shall require the prior approval of the CITY. The manner of reimbursement of such expenses shall be approved by the City Commission prior to any travel on behalf of the CITY.

(C) CONSULTANT shall continue to provide the required invoice as outlined above. The invoice shall be sent to the attention of the City Manager.

Section 8. WARRANTIES:

8.01 CONSULTANT warrant to CITY that the services performed hereunder shall be performed in a professional manner, and that such services and be of the highest quality.

8.02 CONSULTANT warrant to CITY that they shall comply with all applicable federal, state and local laws, regulations and orders in carrying out their responsibilities under this Agreement.

8.03 CONSULTANT warrant to CITY that they are not insolvent, they are not in bankruptcy proceedings or receivership, nor are they engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on their ability to perform their obligations under this Agreement.

8.04 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONSULTANT. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

Section 9. INDEMNIFICATION:

9.01 GENERAL INDEMNIFICATION: CONSULTANT shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from any and all claims, damages, losses, liabilities and expenses direct, indirect or consequential, arising out of or alleged to have arisen out of or in consequence of the operations of the CONSULTANT or their subcontractors, agents, officers, servants, independent contractors or employees pursuant to this Agreement, specifically including but not limited to those caused by or arising out of any act, omission, default or negligence of the CONSULTANT in the provision of the services under this Agreement.

9.02 CONSULTANT shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnification including, but not limited to reasonable attorney's fees and court and arbitration costs. This indemnification shall survive the term of this Agreement.

9.03 CONSULTANT shall defend all actions in the name of CITY when applicable, however, CITY reserves the right to select their own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONSULTANT under this indemnification agreement. Nothing contained herein is intended nor shall be construed to waive CITY'S rights and immunities under the common law or Florida Statutes 768.28 as amended from time to time.

Section 10. INSURANCE:

10.01 CONSULTANT shall procure and maintain at their own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverage and minimum limits of liability:

- 1) Workers compensation insurance to apply for all employees of the CONSULTANT meeting the "Worker's Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(s) must include, Employer's liability with a minimum limit of one hundred thousand dollars (\$100,000.00) each accident.
- 2) Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limits for bodily injury liability and property damage liability.
- 3) Personal Injury Coverage with employee and contractual exclusions removed with minimum limits of coverage equal to those required for bodily injury liability and property damage liability.
- 4) Business automobile liability with minimum limits of five hundred thousand dollars (\$500,000.00) per occurrence combined single limits for bodily injury liability and property damage liability.
- 5) The City is to be expressly included as an "Additional Insured" in the name of "City of Oakland Park" with respect to liability arising out of operations performed by City by or for proposer; or acts or omissions of City concerning general supervision of such operation.
- 6) Notice of cancellation and/or restriction Policy(s) must be endorsed to give the City thirty (30) days notice of cancellation and/or restriction.

10.02 AT THE TIME OF EXECUTION OF THE CONTRACT, THE CONSULTANT SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AS STATED ABOVE. The certificates of insurance shall not only name the types of policies provided, but shall also specifically refer to this Agreement and shall state that such insurance is as required by Section 10 and its subpart of this Agreement. CONSULTANT shall not commence work under this Agreement until after CONSULTANT have obtained all of the minimum insurance herein described and the policies of such insurance detailing the provisions of coverage have been received and approved by CITY. CONSULTANT shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then in that event, CONSULTANT shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage and extension thereunder is in effect. CONSULTANT shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

10.03 Insurance Companies selected must be acceptable to the CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum rating of A, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

10.06 The CONSULTANT shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that it shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

10.07 The clauses "Other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit," as they appear in any policy of insurance, shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

10.08 The CONSULTANT shall not commence performance of their obligations under this Agreement until after they have obtained all of the minimum insurance herein described and the same has been approved.

10.09 The CONSULTANT agree to perform the work under the Contract as an independent contractor, and not as a sub-contractor, agent or employee of CITY.

10.10 CONSULTANT shall require each of their subcontractors of any tier to maintain the insurance required herein for each category, and CONSULTANT shall provide verification thereof to CITY upon request of CITY.

10.11 Violation of the terms of this paragraph and its subpart shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONSULTANT shall thereupon cease and terminate.

Section 11. DEFAULT:

11.01 In the event the CONSULTANT shall default in any of the terms, obligations, restrictions or conditions of the Agreement, the CITY shall give the CONSULTANT written notice by certified mail of the default and that such default shall be corrected or

actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the CONSULTANT have failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement; in which case, the CONSULTANT shall be liable for all procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

Section 12. TERMINATION:

12.01 TERMINATION FOR CONVENIENCE OF CITY: Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the CONSULTANT, the CITY may, without cause and without prejudice to any other right or remedy, terminate this Agreement for the CITY'S convenience, whenever the CITY determines that such termination is in the best interest of the CITY. Upon receipt of the notice of termination for convenience, the CONSULTANT shall promptly discontinue all work at the time. The CONSULTANT shall be paid for all work properly performed prior to the effective date of termination.

12.02 VOLUNTARY TERMINATION: CITY or CONSULTANT may terminate this Agreement by providing thirty (30) calendar days advance written notice of termination in the manner specified herein.

Section 13. PERMITS, FEES AND LICENSES:

13.01 CONSULTANT shall secure and pay for all permits and governmental fees, licenses, lobbying authorization/certification and charges necessary for the proper execution and completion of the work.

Section 14. TAXES:

14.01 CONSULTANT agrees to pay all applicable sales, consumer use and other similar taxes required by law.

Section 15. AUDIT RIGHTS:

15.01 CITY reserves the right to audit the records of CONSULTANT, as they apply to CITY, at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONSULTANT agree to submit to an audit by an independent certified public accountant selected by CITY. CONSULTANT shall allow CITY to inspect, examine and review the records of CONSULTANT at any and all times during normal business hours during the term of the Agreement.

Section 16. CONFLICT OF INTEREST:

16.01 CONSULTANT covenant that no person under their employ who is presently exercised any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONSULTANT further covenant that, in the provision of the services set out in this Agreement, no person having such conflicting interest shall be employed. Any such interests on the part of CONSULTANT, or their employees, must be disclosed in writing to CITY.

16.02 CONSULTANT is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes (1993), as amended, and agree that they will fully comply in all respects with the terms of said laws.

16.03 CONSULTANT warrants that they have not employed or retained any person employed by CITY to solicit or secure this Agreement and that they have not offered to pay, paid or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this privilege.

Section 17. ASSIGNMENT:

17.01 CONSULTANT shall not assign, or transfer their rights, title or interests in the Agreement; nor shall CONSULTANT delegate any of the duties and obligations undertaken by CONSULTANT without CITY'S prior written approval.

Section 18. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT:

18.01 During the performance of the Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to

employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

Section 19. NON-EXCLUSIVITY:

19.01 This Agreement is considered a non-exclusive Agreement between the parties. The CITY shall have the right to purchase the same kind of services to be provided by CONSULTANT hereunder from other sources during the term of this Agreement.

Section 20. GOVERNING LAW; VENUE:

20.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

20.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit, in and for Broward County, Florida.

Section 21. ATTORNEY'S FEES AND COSTS:

21.01 The prevailing party with a judgment subsequent to any claim, objection or dispute arising out of the terms of this Agreement shall be entitled to an award of all reasonable attorney's fees, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

Section 22. ENTIRE AGREEMENT:

22.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 23. CUMULATIVE REMEDIES:

23.01 The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Section 24. SEVERABILITY:

24.01 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 25. CONSTRUCTION OF AGREEMENT:

25.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

Section 26. NOTICES:

26.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested to the following persons and addresses:

CITY: John Stunson, City Manager
City of OAKLAND PARK
3650 NE 12 Avenue
Oakland Park, Florida 33334
(954) 630-4256

With a copy to: Donald J. Doody, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Boulevard
Suite 200
Fort Lauderdale, FL 33308
(954) 771-4500
(954) 771-4923

CONSULTANT: Russ Klenet & Associates
333 N New River Drive East
Suite 2000
Fort Lauderdale, FL 33301
(954) 760-7277

Original 4th
City Clerk


IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed,
the day and year first above written.

AS TO CITY:

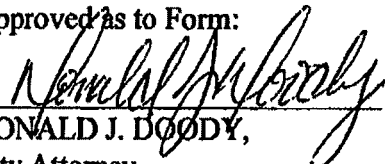
CITY OF OAKLAND PARK, FLORIDA


MAYOR SUZANNE BOISVENUE

ATTEST:

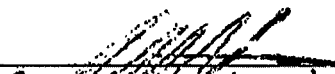

CITY CLERK

Approved as to Form:


DONALD J. DOODY,
City Attorney

AS TO CONSULTANT:

RUSS KLENET & ASSOCIATES

BY: 
Print: Russell H. Klenet

State of Florida

County of Broward

On this, the 6 day of December, 2011, before me, the undersigned Notary Public
of the State of Florida, the foregoing instrument was acknowledged by
Russell H. Klenet, as President of RKDA, a Florida corporation, on
behalf of the corporation.

WITNESS my hand and official seal.


Notary Public, State of Florida

My Commission Expires:

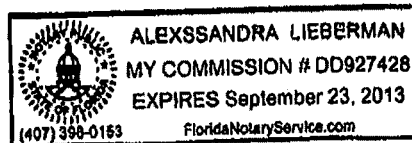


EXHIBIT B



AMENDMENT TO AGREEMENT
FOR
LEGISLATIVE CONSULTING SERVICES

THIS IS AN AGREEMENT ("Agreement"), dated this 18th 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. 04



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

WITNESSED BY:

RUSS KLENET & ASSOCIATES.

Print name

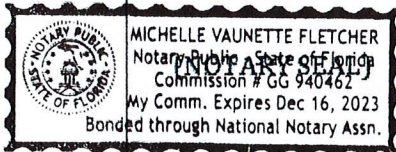
BY: [Signature]
Name: Russ Klenet
Title: President

Print name

STATE: FLORIDA
COUNTY: Broward

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

[Signature]
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

Type	Acct. Name & Number	Revised Budget	Recommended Amendment	Adjusted Budget
Expenditure	Professional Services 00110511.431300	\$ 83,000	\$ 40,000	\$ 123,000
Expenditure	Contingency 00155582.499090	\$ 250,000	\$ (40,000)	\$ 210,000
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.				

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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 18th day of May 2022.

CITY OF OAKLAND PARK, FLORIDA


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