R-2018-216 7.3.18

AGREEMENT FOR STATE AND LOCAL LOBBYING SERVICES

This Agreement made and entered into this 18 day of Oct, 2018, by and between the City of Hollywood, Florida (hereinafter the "City") and GrayRobinson, a Florida professional association (hereinafter the "Lobbyist").

WHEREAS, on March 28, 2018, the City issued RFP-4581-18-JE (the "RFP") for lobbying services; and

WHEREAS, pursuant to the RFP, the Lobbyist submitted a proposal and was one of three successful proposers; and

WHEREAS, on July 3, 2018, the City Commission approved R-2018-216 which authorized the execution of an agreement with Becker and GrayRobinson;

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the parties hereto agree as follows:

ARTICLE I
INCORPORATION OF RFP DOCUMENTS

The RFP, including any addenda thereto, and the proposal submitted by the Lobbyist (hereinafter, collectively, the "RFP Documents") are attached hereto and incorporated herein. The parties shall comply with the terms and conditions set forth in the RFP Documents.

ARTICLE II

1.1 The initial term of this Agreement shall commence on October 1, 2018 and terminate on September 30, 2021. Following the Initial Term, the parties may renew this Agreement for three one-year terms.

ARTICLE III

The Lobbyist shall be paid on a monthly basis for fees. Payment shall be made within 45 days of the date a statement is rendered to the City.

ARTICLE IV
CONFLICT OF INTEREST

The Lobbyist shall not represent a client if there is a substantial risk that representation of the client will be adverse to the City. Furthermore, the Lobbyist shall not represent a client if there is a substantial likelihood that representing the client will require the Lobbyist to lobby any officer or employee of the City.

ARTICLE V
INDEPENDENT CONTRACTOR

The Lobbyist shall render lobbying services as an independent contractor, not as an agent or employee of the City.

ARTICLE VI
ENTIRE AGREEMENT

This Agreement constitutes the entire understandings of the parties. This Agreement cannot be changed or modified, except in writing, duly executed by both parties.

ARTICLE VII
GOVERNING LAW

This Agreement shall be interpreted, construed, and governed according to the laws of the State of Florida. The parties agree to exclusive venue in Broward County, Florida for any litigation pertaining to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

CITY OF HOLLYWOOD, FLORIDA

By: _____
Josh Levy, Mayor

APPROVED AS TO FORM & LEGAL SUFFICIENCY for the use and reliance of the City of Hollywood, Florida, only.

_____ 07
Douglas R. Gonzales, City Attorney

WITNESSES:

_____

By: _____
Jason L. Unger
Managing Shareholder
GrayRobinson, P.A.

_____
Name typed, printed or stamped

_____

_____
Name typed, printed or stamped

MIAMIDDA
DOWNTOWN DEVELOPMENT AUTHORITY

ADDENDUM TO AGREEMENT FOR STATE AND LOCAL LOBBYING SERVICES BETWEEN CITY OF HOLLYWOOD AND GRAYROBINSON, P.A.

1. The provisions of this Addendum (the "Addendum") to the October 18, 2018 Agreement for State and Local Lobbying Services (the "Agreement") between the City of Hollywood and Gray Robinson P.A. (the "Lobbyist" or "Gray Robinson P.A.") shall supersede any and all provisions in the Agreement or in any other Agreement or understanding between the parties whether oral or in writing, and in the event a provision of this Addendum conflicts or seeks to eliminate a provision of the Agreement, the provisions of this Addendum shall apply. The Agreement, as defined, above is attached as "Exhibit A" and is deemed as being incorporated by reference herein.

2. All references to "City" shall be deleted and replaced with "Downtown Development Authority of the City of Miami, Florida, an independent agency and instrumentality of the City of Miami", a/k/a "the MIAMI DDA".

3. **Article VII, titled GOVERNING LAW, has been deleted in its entirety and replaced. with the following language:**

ARTICLE VII, titled GOVERNING LAW, VENUE, ATTORNEY'S FEES; WAIVER OF JURY TRIAL:

This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue for any claim, case, proceeding, action, or controversy that may arise from the provisions of or the performance or non-performance of this Agreement shall be heard in a court , hearing officer or mediator, as may be applicable, of competent jurisdiction in and for Miami-Dade County. Each party shall bear their own attorney's fees. The parties to the Agreement knowingly and voluntarily waive their right to demand a jury trial in any claims or actions between them arising out of this Agreement.

4. The following articles are hereby added to the agreement in their entirety:

ARTICLE VIII, titled SCOPE OF SERVICE:

A. Lobbyist agrees to provide the services as specifically described in the RFP Documents, in addition to the following: attendance at all relevant MIAMI DDA Board of Directors meetings and City/County Commission meetings; identification, preparation of, and advocacy regarding federal, state, and local grant and funding applications/requests for Miami DDA, review of all local government items of interest and applicable advocacy regarding same.

B. Lobbyist represents and warrants to MIAMI DDA that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due MIAMI DDA or the City of Miami, including payment of permits fees, occupational licenses, etc., nor in the performance of any obligations to MIAMI DDA, (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner and in the time period described in Attachment "A".

C. The parties agree that Lobbyist may perform certain services through other firms or entities, which have been engaged by the Lobbyist as subcontractors to perform said Services. Lobbyist agrees that all additional subcontractors shall first be approved by the MIAMI DDA. Notwithstanding MIAMI DDA's approval rights hereunder, Lobbyist acknowledges and covenants that it shall be responsible for all Services performed by its subcontractors to the same extent as Lobbyist had provided said Services.

D. Lobbyist shall at all times provide fully qualified, competent and physically capable employees to perform the Services under this Agreement. MIAMI DDA may require Lobbyist to remove any employee the MIAMI DDA deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued services under this Agreement is not in the best interest of MIAMI DDA.

ARTICLE IX, titled COMPENSATION:

A. The amount of compensation, subject to the limitations of §112.061, Florida Statutes, payable to Lobbyist shall not exceed $50,000.00 per year.

B. Payment shall be made in arrears based upon work performed, to the satisfaction of MIAMI DDA and in compliance with all terms of this Agreement. Approved payments shall be made within forty-five (45) days after receipt of Lobbyist's invoice for Services performed. Lobbyist shall not submit more than one (1) request for payment per month. Invoices shall be sufficiently detailed so as to comply with the "Florida Prompt Payment Act", §218.70. - 218.79, Florida Statutes, and other applicable laws. No advance payments shall be made at any time.

C. Lobbyist agrees and understands that (i) any and all subcontractors providing Services related to this Agreement shall be paid through Lobbyist and not paid directly by MIAMI DDA, and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the Services related to this Agreement shall be borne solely by Lobbyist.

ARTICLE X, titled OWNERSHIP OF DOCUMENTS:

Upon termination of this Agreement for any reason whatsoever as described herein, Lobbyist shall promptly return to MIAMI DDA all originals and all copies of any and all records, files, notes, contracts, memoranda, reports, data, electronic files , work product and similar items and any

manuals, drawings, sketches, plans, tape recordings, computer programs, disks, cassettes, and other physical representations of any information relating to MIAMI DDA or to the business of MIAMI DDA. Lobbyist hereby acknowledges that any and all such items, physical representations and information that Lobbyist has used, prepared or come into contact with, or shall use, prepare, or come into contact with while acting as a consultant of MIAMI DDA are, and shall remain at all times, the sole property of MIAMI DDA. MIAMI DDA agrees that Lobbyist will retain ownership of Lobbyist's preexisting intellectual property used in conjunction with performance of the Services. This intellectual property may include computer programs, (including any source code, object code, enhancements and modifications), all files, (including computer generated forecasts and analysis), and all documentation related to such computer programs and files, all media upon which any such computer programs, files and documentation are located (including tapes, disks and other storage media), and models. Lobbyist grants to MIAMI DDA a non-exclusive, non-assignable, royalty-free license to exhibit, publish, transmit, copy, modify, prepare derivative works from, distribute, display and use any portion of the deliverable identified in the Scope of Work of which MIAMI DDA has not been identified in this section as the owner of such intellectual property.

ARTICLE XI, titled AUDIT AND INSPECTION RIGHTS:

MIAMI DDA may, at reasonable times, and for a period of up to five (5) years following the date of final payment by MIAMI DDA to Lobbyist under this Agreement, audit, or cause to be audited, those books and records of Lobbyist which are related to Lobbyist's performance under this Agreement. Lobbyist agrees to maintain all such books and records at its principal place of business for a period of five (5) years after final payment is made under this Agreement. The Audit

and Inspection provisions for service contracts set forth in §§18-100 to 18-102 of the City Code are deemed as being incorporated by reference herein as Supplemental Terms.

ARTICLE XII, titled AWARD OF AGREEMENT:

Lobbyist represents and warrants to MIAMI DDA that it has not employed or retained any person or company employed by MIAMI DDA to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

ARTICLE XIII, titled PUBLIC RECORDS:

Lobbyist understands that the public shall have access, at all reasonable times, to all documents and information pertaining to MIAMI DDA contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by MIAMI DDA and the public to all documents subject to disclosure under applicable law. Lobbyist's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by MIAMI DDA.

Pursuant to the provisions of Section 119.0701, Florida Statutes, Lobbyist must comply with the Florida Public Records Laws, specifically the Lobbyist must:

A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter 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.

D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Lobbyist upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

E. All records stored electronically must be provided to the MIAMI DDA in a format compatible with the information technology systems of the public agency.

Lobbyist agrees that any of the obligations in this section will survive the term, termination and cancellation hereof.

If the Contractor has questions regarding the application of Chapter 119, Florida Statues, to the Contractor's duty to provide Public Records relating to this contract, contact the Custodian of Public Records Ivonne de la Vega at (305) 579-6675 or delavega@miamidda.com

ARTICLE XIV, titled COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:

Lobbyist understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. MIAMI DDA and Lobbyist agree to comply with and observe all applicable federal, state and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

Lobbyist further agrees to include in all of Lobbyist's agreements with subcontractors for any Services related to this Agreement this provision requiring subcontractors to comply with and observe all applicable federal, state, and local laws rules, regulations, codes and ordinances, as

they may be amended from time to time.

ARTICLE XV, titled INDEMNIFICATION:

Lobbyist agrees to indemnify, hold harmless and defend MIAMI DDA and its directors, officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loses, costs, penalties, fines, lawsuits, actions, causes of actions, judgments, decrees, damages, claims, expenses (including attorney's fees and costs) and/or liabilities (collectively referred to as "Liabilities"), resulting from, or in connection with (i) the performance or non-performance of the Services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Lobbyist or its employees, agents or subcontractors (collectively referred to as "Lobbyist"); and/or (ii) the failure of the Lobbyist to comply with any of the paragraphs herein; and/or (iii) the failure of the Lobbyist to conform to statutes, ordinances, rules, or other regulations or requirements of any governmental authority, federal, local, or state, in connection with the performance of this Agreement. In addition, Lobbyist expressly agrees to indemnify, hold harmless and defend the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Lobbyist, or any of its subcontractors, as provided above, for which the Lobbyist's liability to such employee or former employee would otherwise be limited to payment under state Workers' Compensation, Unemployment, Labor, Disability, or Wage related claims or actions, or similar laws.

Lobbyist further agrees to indemnify, hold harmless and defend the Indemnities from and against (i) any and all Liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, or requirement, related directly to Lobbyist's negligent performance under this Agreement, compliance with which is left by this Agreement to Lobbyist, and (ii) any

and all claims, and/or suits for labor, supplies, equipment, or and materials furnished by Lobbyist or utilized in the performance of this Agreement or otherwise. Lobbyist's obligations to indemnify, hold harmless and defend the Indemnities shall survive the termination of this Agreement.

Lobbyist understands and agrees that any and all liabilities regarding the use of any subcontractor for Services related to this Agreement shall be borne solely by Lobbyist throughout the duration of this Agreement and that this provision shall survive the termination of this Agreement.

ARTICLE XVI, titled MIAMI DDA'S TERMINATION RIGHTS:

MIAMI DDA shall have the right to terminate this Agreement, in its sole discretion, at any time, for any or no reason, by giving written notice to Lobbyist at least ten (10) calendar days prior to the effective date of such termination. In addition, MIAMI DDA shall review the performance of Lobbyist under this agreement yearly and notify Lobbyist by October 1 of each calendar year of its intent to terminate the Agreement or continue with the services. In the event of termination, MIAMI DDA shall pay to Lobbyist compensation for Services rendered and expenses incurred prior to the effective date of termination. Such payment shall be determined on the basis of the hours or the percentage of the total work performed by the Lobbyist up to the time of termination certified in accordance with the provisions of this Agreement. In the event that a partial payment has been made for Services not performed, the Lobbyist shall return such sums to the MIAMI DDA within ten (10) days after receipt of written notice that said sums are due. In no event shall MIAMI DDA be liable to Lobbyist for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

Lobbyist understands and agrees that termination of this Agreement under this section shall not release Lobbyist from any obligation accruing prior to the effective date of termination. Should

Lobbyist be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Lobbyist shall be liable to MIAMI DDA for all expenses incurred by MIAMI DDA in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by MIAMI DDA in the re-procurement of the Services, including consequential and incidental damages.

ARTICLE XVII, titled DEFAULT: If Lobbyist fails to comply with any term or condition of this Agreement, or fails to perform in any way of its obligations hereunder, and fails to cure such failure within ten (10) days after reasonable notice from the MIAMI DDA, then Lobbyist shall be in default. Upon the occurrence of a default hereunder MIAMI DDA shall be entitled to compensation for any damages caused by the default, in addition to all remedies available to it by law, whereupon all payments, advances, or other compensation paid by MIAMI DDA to Lobbyist while Lobbyist was in default shall be immediately returned to MIAMI DDA. Upon termination of this Agreement, Lobbyist shall, at no additional charge, assist in orderly transition of services to a new Lobbyist selected by MIAMI DDA.

Lobbyist understands and agrees that termination of this Agreement under this section shall not release Lobbyist from any obligation accruing prior to the effective date of termination. Should Lobbyist be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Lobbyist shall be liable to MIAMI DDA for all expenses incurred by MIAMI DDA in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by MIAMI DDA in the re-procurement of the Services, including consequential and incidental damages.

ARTICLE XVIII, titled INSURANCE: Lobbyist shall, at all times during the term hereof,

maintain Professional Liability Insurance in the amount of $1,000,000.00. Lobbyist shall ensure that all subcontractors retained by the Lobbyist under this Agreement also maintain the required insurance coverage. All such insurance, including renewals, shall be subject to the approval of MIAMI DDA for adequacy of protection and evidence of such coverage shall be furnished to MIAMI DDA on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of the Services under this contract without thirty (30) calendar days' prior written notice to MIAMI DDA. The MIAMI DDA and the City shall be named as Additional insureds on any and all certificates as required herein. Completed Certificates of Insurance shall be filed with MIAMI DDA prior to the performance of Services hereunder, provided, however, that Lobbyist shall at any time upon request file duplicate copies of the policies of such insurance with MIAMI DDA. If, in the judgment of MIAMI DDA, prevailing conditions warrant the provision by Lobbyist of additional liability insurance coverage or coverage which is different in kind, MIAMI DDA reserves the right to require the provision by Lobbyist of an amount of coverage different form the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Lobbyist fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following MIAMI DDA's written notice, this Contract shall be considered terminated on the date the required change in policy coverage would otherwise take effect.

ARTICLE XIX, titled NONDISCRIMINATION: Lobbyist represents and warrants to MIAMI DDA that Lobbyist does not engage and will not engage in discriminatory practices and that there shall be no discrimination in connection with Lobbyist's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Lobbyist

further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

ARTICLE XX, titled ASSIGNMENT: This Agreement shall not be assigned by Lobbyist, in whole or in part, without the prior written consent of MIAMI DDA's, which may be withheld or conditioned, in MIAMI DDA's sole discretion. Lobbyist may not change or replace sub-contractors performing work under the Scope of Services without the prior written approval by MIAMI DDA.

ARTICLE XXI, titled NOTICES: All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated here in or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO LOBBYIST:

Jason Unger
Managing Shareholder, Tallahassee Office
GrayRobinson, P.A.
301 S. Bronough Street, Suite 600
Tallahassee, FL 31301

TO MIAMI DDA:

Alyce M. Robertson
Executive Director
Miami Downtown Development Authority
200 S. Biscayne Blvd., Suite 2929
Miami, FL 33131

With a copy to:
Office of the City Attorney
444 S.W. 2nd Avenue
9th Floor, Miami, FL 33130
Attn: Victoria Méndez, City Attorney

ARTICLE XXII, titled MISCELLANEOUS PROVISIONS: This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue for any claim, case, or controversy that may arise from the performance or non-performance of this Agreement shall be heard in a court of competent jurisdiction in and for Miami-Dade County. Title and paragraph headings are for convenient reference and are not a part of this Agreement. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waive shall be effective unless made in writing. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in ether event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

ARTICLE XXIII, titled SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

ARTICLE XXIV, titled INDEPENDENT CONTRACTOR: Lobbyist has been procured and is being engaged to provide Services to MIAMI DDA as an independent contractor, and not as an agent or employee of MIAMI DDA or the City. Accordingly, Lobbyist shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City of

Miami, nor any rights generally afforded classified or unclassified employees. Lobbyist further understands that Florida Worker's Compensation benefits available to employees of the City are not available to Lobbyist, and agrees to provide workers' compensation insurance for any employee or agent of Lobbyist rendering Services to MIAMI DDA under this Agreement.

ARTICLE XXV, titled CONTINGENCY CLAUSE: Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

ARTICLE XXVI, titled ENTIRE AGREEMENT: This instrument and its attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

ARTICLE XXVII, titled COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

ARTICLE XXVIII, titled TIME FOR COMPLETION: Any specific task described in Attachment "A" shall commence upon execution of this document by both parties.

ARTICLE XXIX, titled FORCE MAJEURE: Force Majeure shall mean an act of God,

epidemic, lighting, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of public enemy, or blockade, insurrection, riot, civil disturbance or similar occurrence, which has a material effect adverse impact on the performance of this Agreement, and which cannot be avoided despite the exercise of due diligence. The term Force Majeure DOES NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subconsultants/subcontractors, third-party consultants/contractors materialmen, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has occurred as soon as practicable after the occurrence but not later than ten (10) working days after the occurrence, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any nonperformance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their

respective officials thereunto duly authorized, this the day and year above written.

MIAMI DDA

ATTEST:

Elvira Manon
Executive Assistant

By: _____
Alyce M. Robertson
Executive Director

LOBBYIST

ATTEST:

Signature

By: _____
Jason L. Unger
Managing Shareholder
GrayRobinson, P.A.

CHRIS GIBSON
Print

RFP Documents

GRAY | ROBINSON
ATTORNEYS AT LAW

Relationships. Resources. Results.

Prepared for
City of Hollywood

Request for Proposal 4581-18-JE
State and Local Lobbying Services

Prepared by
Jason L. Unger

April 26, 2018

ADDRESS
301 S. Bronough Street,
Suite 600, Tallahassee, FL 32301

PHONE
850-577-9090

E-MAIL
jason.unger@gray-robinson.com

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- Joseph R. Salzverg 24

3. Letter of Transmittal

a. Briefly state your firm's understanding of the work to be done and provide a positive commitment to perform the work.

b. Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses and telephone numbers.

City of Hollywood
Office of the City Clerk
2600 Hollywood Boulevard, Room 221
Hollywood, Florida 33020

Re: Request for Proposal for State and Local Lobbying Services, RFP 4581-18-JE

Dear City of Hollywood,

On behalf of GrayRobinson, P.A., ("the Firm"), I am pleased to offer this proposal to provide state and local lobbying services to the City of Hollywood ("the City"). The enclosed proposal sets forth in detail our professional experience, accomplishments, references and qualifications that make us exceptionally well suited to continue to provide you state and local lobbying services.

By choosing GrayRobinson, the City of Hollywood will continue to have access to decades of combined legislative and executive branch experience, as well as a strong diversity of backgrounds and skills. Our team offers the perspective of some of the most experienced government relations professionals in Florida. Members of our team have served in the Florida House of Representatives, as Speaker of the Florida House, as General Counsel to the Florida House and Senate, as Senators and Commissioners, policy advisors, strategic consultants and general advocates for multiple public entities. Through these experiences, we have developed close relationships with legislative leadership, influential committee chairs and their staff.

If selected, I will serve as the primary contact and be accountable to the City for all work executed. The team included in this proposal provides a combination of unique experience with local and state government issues, exclusive access to leaders in the Legislature and executive branch, and deep-rooted connections throughout the State of Florida.

The persons authorized to make representations for the Firm for purposes of this proposal are as follows:

Jason L. Unger
Managing Shareholder, Tallahassee Office
301 South Bronough Street, Suite 600
Tallahassee, Florida 32301
Ph: 850-577-9090
Fax: 850-577-3311
Cell: 850-322-2599

Dean Cannon
Executive Vice President &
Statewide Chair of Government Affairs
301 South Bronough Street, Suite 600
Tallahassee, Florida 32301
Ph: 850-577-9090
Fax: 850-577-3311
Cell: 407-808-1053

GRAY | ROBINSON
ATTORNEYS AT LAW

Kim McDougal*
Senior Director of Government Affairs
301 South Bronough Street, Suite 600
Tallahassee, Florida 32301
Ph: 850-577-9090
Fax: 850-577-3311
Cell: 850-566-8114

Joseph R. Salzverg
Attorney & Government Affairs Consultant
333 S.E. 2nd Avenue, Suite 3200
Miami, Florida 33131
Ph: 305-416-6880
Fax: 305-416-6887
Cell: 305-924-9904

**Denotes non-attorney professional*

Thank you for this opportunity. I look forward to hearing from you.

Regards,

Jason L. Unger
Managing Shareholder, Tallahassee Office

4. Profile of Proposer

a. State whether your organization is national, regional or local.

GrayRobinson is a regional firm with 14 locations throughout the State of Florida.

b. State the location of the office from which your work is to be performed.

The work will be primarily performed from GrayRobinson's Tallahassee office, located at 301 S. Bronough Street, Suite 600, Tallahassee, Florida 32301.

Team member Joseph Salzverg is based in the Firm's Miami office at 333 S.E. 2nd Avenue, Suite 3200, Miami, Florida 33131. In addition, the Firm has an office in Fort Lauderdale, located at 401 East Las Olas Blvd., Suite 1000, Fort Lauderdale, Florida 33301.

c. Describe the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area addressed by this Request for Proposal, will be brought to bear on the proposed work.

GrayRobinson is a professional corporation which has been in existence since August 26, 1970. The Firm is headquartered in Orlando at 301 East Pine Street, Suite 1400, Orlando, Florida 32801.

Throughout the last several decades, GrayRobinson has served as counsel to the State of Florida, the House of Representatives, governors, legislators, cities and counties. Due to our outstanding relationships with elected and appointed officials at the local and state levels, we have successfully represented hundreds of public sector clients before Florida governmental entities on everything from legislative appropriations to procurement and land use matters. In short, GrayRobinson is involved in the political process and our team understands how state and local government really works.

Our legislative team is comprised of numerous attorneys and governmental consultants throughout the state. We work collaboratively at the local government level and at the legislative and executive branches and Cabinet in Tallahassee year-round. By leveraging our statewide presence and our years of experience, GrayRobinson maintains an ongoing, intimate knowledge of what is happening in the legislative and executive branches of state government at all times, and stays keenly aware of what transpires at the local level for all of our clients. Annually, GrayRobinson ranks among the top lobbying firms in Florida (as defined by fees collected). Among the top lobbying firms, ours is the only organization that is also a full-service, statewide law firm with 14 locations. The combination of our lobbying proficiency and legal acumen enables us to provide exceptional service to our clients.

With over 300 attorneys and consultants and a proud history of serving public entities, we are confident there is no firm more uniquely qualified and prepared to represent the City of Hollywood before Florida's Legislature and the Broward County Government. Further, we are supremely confident in the effectiveness of both our network of relationships and connections in Tallahassee and Broward County, and our subject matter expertise in support of our public sector clients. We

look forward to continuing to prove our abilities to the City in the 2019 legislative session and beyond.

d. Provide a list and description of similar municipal engagements satisfactorily performed within the past two (2) years. For each engagement listed, include the name, email, fax and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.

City of Key West
Jim Scholl, City Manager
E: jscholl@cityofkeywest-fl.gov
P: 305-809-3888
F: 305-809-3886

City of Orlando
Kathy Russell, Governmental Affairs Director
E: kathleen.russell@cityoforlando.net
P: 407-246-3094
F: 407-246-2842

City of Port St. Lucie
Ella Gilbert, Staff Attorney
E: egilbert@cityofpsl.com
P: 772-344-4289
F: 772-344-4298

City of Tampa
Deborah Hummer Stevenson, Manager of Intergovernmental Relations
E: Deborah.Stevenson@ci.tampa.fl.us
P: 813-274-8162
F: 813-274-7176

City of West Palm Beach
Rebecca Peterson, Chief of Staff
E: rpeterson@wpb.org
P: 561-657-0415
F: n/a

City of Winter Park
Randy Knight, City Manager
E: rknight@cityofwinterpark.org
P: 407-599-3235
F: n/a

Please also see the three required reference questionnaires on the following pages.

Issue Date City of Hollywood, Florida Solicitation #

REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: GrayRobinson, P.A.

Firm giving Reference: City of Winter Park

Address: 401 S. Park Ave Winter Park, FL 32789

Phone: 407 599-3235

Fax:

Email: rknight@cityofwinterpark.org

1. **Q:** What was the dollar value of the contract?
   A: $60,000
2. Have there been any change orders, and if so, how many?
   A: No
3. **Q:** Did they perform on a timely basis as required by the agreement?
   A: yes
4. **Q:** Was the project manager easy to get in contact with?
   A: yes
5. **Q:** Would you use them again?
   A: yes
6. **Q:** Overall, what would you rate their performance? (Scale from 1-5)

   A ☑ *5 Excellent* ☐ *4 Good* ☐ *3 Fair* ☐ *2 Poor* ☐ *1 Unacceptable*
7. **Q:** Is there anything else we should know, that we have not asked?
   A:

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Randy Knight Title City Manager

Signature: [signature] Date: 4-19-18

City of Hollywood, Florida Bid RFP-4581-18-JE

Issue Date City of Hollywood, Florida Solicitation #

REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: GrayRobinson, P.A.

Firm giving Reference: City of Orlando

Address: 400 S. Orange Ave, Orlando, FL 32801

Phone: 407 246-2201

Fax: 407 246-3434

Email: Kathy.Russell@cityoforlando.net

1. **Q: What was the dollar value of the contract?** $58,000.00 annually
   A:
2. **Have there been any change orders, and if so, how many?** None
   A:
3. **Q: Did they perform on a timely basis as required by the agreement?** Yes
   A:
4. **Q: Was the project manager easy to get in contact with?** Always responsive
   A:
5. **Q: Would you use them again?** Absolutely
   A:
6. **Q: Overall, what would you rate their performance? (Scale from 1-5)**

   A: ☒5 *Excellent* ☐4 *Good* ☐3 *Fair* ☐2 *Poor* ☐1 *Unacceptable*
7. **Q: Is there anything else we should know, that we have not asked?**
   A: They received me a productive asset for your city

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Kathleen R. Russell Title Dir of Government Relations

Signature: Kathleen R. Russell Date: 4/20/2018

GRAY | ROBINSON
ATTORNEYS AT LAW

Issue Date — City of Hollywood, Florida Solicitation #

REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: GrayRobinson, P.A.

Firm giving Reference: City of West Palm Beach

Address: 401 Clematis · West Palm Beach FL 33402

Phone: 561.822.1400

Fax: 561.822.1424

Email: rpeterson@wpb.org

1. **Q: What was the dollar value of the contract?**
   A: $60,000
2. **Have there been any change orders, and if so, how many?**
   A: no
3. **Q: Did they perform on a timely basis as required by the agreement?**
   A: yes - always
4. **Q: Was the project manager easy to get in contact with?**
   A: incredibly responsive - always accessible and helpful - always adds value to our discussions. We've had several strategic wins thanks to their counsel
5. **Q: Would you use them again?**
   A: yes
6. **Q: Overall, what would you rate their performance? (Scale from 1-5)**
   A: ☒ *5 Excellent* ☐ *4 Good* ☐ *3 Fair* ☐ *2 Poor* ☐ *1 Unacceptable*
7. **Q: Is there anything else we should know, that we have not asked?**
   A: We get tremendous value and personal attention from Gray Robinson. They are adept/knowledgeable re: municipal issues.

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Rebecca S. Peterson Title: Mayor's Chief of Staff

Signature: RSPeterson Date: 4.20.18

e. ***Have you been involved in litigation within the last five (5) years or is there any pending litigation arising out of your performance?***

GrayRobinson has not had any litigation disputes with any of our government relations clients in the last five years.

5. Summary of Proposer's Qualifications

a. Identify the project manager and each individual who will work as part of the engagement. Include resumes for each person to be assigned. The resumes may be included as an appendix.

The project manager will be Jason Unger. Working alongside him will be team members Dean Cannon, Kim McDougal and Joseph Salzverg. Their full resumes are included in the Appendix section of this proposal.

b. Describe the experience in conducting similar projects for each of the consultants assigned to the engagement. Describe the relevant educational background of each individual.

Jason Unger has lobbied on behalf of public entities, including the South Broward Hospital District, for over 18 years. He has represented the City of Hollywood since 2008. Jason has been in the political arena since he graduated from the University of Florida Levin College of Law in 1993. Jason served as Special Counsel to the Florida House of Representatives, and has represented George W. Bush and Richard Cheney in the 2000 presidential election contest, the Florida House of Representatives in the 2002 and 2012 redistricting cycles, the Republican Party of Florida and members of the Legislature in election law matters.

Dean Cannon began his career as a lawyer in Orlando, practicing state and local government law after graduating from the University of Florida Levin College of Law in 1992. Dean has represented local governments both as a lawyer and a lobbyist since 1996. Dean served in the Florida House of Representatives from 2004 until 2012, playing pivotal roles in property tax reform, growth management reform, health care and Medicaid reform, and major transportation infrastructure policy initiatives, among others. He was selected by his peers to become Speaker of the House for the 2010 to 2012 term and is credited with effectively leading the Florida House during a time of great economic and political challenge.

Dean has represented local governments and private sector clients before local, regional, state, and federal government entities. He has represented cities and counties and quasi-governmental authorities before the Legislature and executive branch on issues ranging from electric and wastewater utilities to transportation, appropriations and land use and administrative law.

Kim McDougal graduated with a Ph.D. from Florida State University and began her public service career with the State of Florida in 1989. Most recently, Kim served as Chief of Staff to Florida Governor Rick Scott. In that role, she was responsible for directly serving and advising the Governor on issues pertaining to more than 100,000 executive branch employees and for administering an $83 billion state budget. She also served as Governor Scott's Deputy Chief of Staff, Legislative Affairs Director, Education Policy Coordinator and as Policy Advisor during his successful reelection campaign.

Kim's experience in state government is unique and impressive. She has led the state through its responses to the Zika virus outbreak (including creating Zika Zones), the Pulse nightclub terrorist attack, two hurricanes, a shooting at the Ft. Lauderdale airport, brush fires, prison riots, sinkholes,

and numerous other events and incidents that impacted one or more local governments; thus she has extensive experience working with cities and counties. She understands the needs of local government in times of crisis and can help navigate the state agencies and the legislative process to champion and pursue priorities for the future.

Joseph Salzverg has lobbied on behalf of public entities, namely cities and counties, since he graduated from the Florida State University College of Law in 2015 and has represented the City of Hollywood since 2017. Joseph is well-versed in advocating for home rule, whether it is fighting against preemption measures during the legislative session or working to pass general bills, local bills and amendments on behalf of his local government clients. Additionally, Joseph has been successful in helping secure millions of dollars in funding for his clients in the form of legislative appropriations, grants and cost-sharing arrangements. Prior to his lobbying career, Joseph worked as committee staff in the Florida House of Representatives and in the City of Miami, Office of the City Attorney.

c. Describe the organization of the proposed project team, detailing the level of involvement, field of expertise and estimated hours for each member of the team.

Jason Unger will serve as the project manager, overseeing the team of Dean Cannon, Kim McDougal and Joseph Salzverg. While these professionals will be working most closely with the City, this is in no way an exhaustive list of the government relations consultants and attorneys available to you at GrayRobinson should additional expertise be needed.

The team will be involved as much as the City requests and will be available to attend meetings and appointments with the City of Hollywood government staff, legislators and agency officials as often as requested.

Each member of the City of Hollywood team brings his or her own expertise as described above and in the Appendix. Collectively, the team has over five decades of experience. In addition, GrayRobinson's lobbying team includes former Speaker of the Florida House Larry Cretul, former General Counsel to the Florida House and Senate, and other team members who act as policy advisors, strategic consultants and general advocates for multiple public entities. Through these experiences, GrayRobinson has developed close relationships with legislative leadership, influential committee chairs and their staff. We make it a priority to cultivate relationships with decision makers and those with influence at all levels of government impacting Florida and will bring these relationships to the City of Hollywood.

The team is committed to devoting as many hours as requested by the City to successfully fulfill the terms of this engagement.

d. Describe what municipal staff support you anticipate for the project.

In our ten years representing the City of Hollywood, team lead Jason Unger has worked directly with the Chief Civic Affairs Officer for the City, who has connected us with City staff as needed. This has been a successful working relationship and we hope to continue this way, but are happy to adjust as requested by the City.

6. Project Understanding, Proposed Approach & Methodology

Describe your approach to performing the contracted work. This should include the following points:

- ***Type of services provided. Discuss your role and that of other parties involved in the data gathering, data analysis and recommendation process.***
- ***Discuss your project plan for this engagement outlining major tasks and responsibilities, time frames and staff assigned.***

Services Provided

GrayRobinson will continue to serve as the City of Hollywood's local and state lobbyists if selected as a result of this proposal. The Firm has represented the City since 2008 and would be honored to continue to do so.

Our government relations professionals, attorneys and consultants are at the forefront of emerging legislative and legal issues throughout each year and, in particular, during the months of the legislative session. Our team constantly monitors all legislative bill filings, appropriations requests and amendment filings. We subscribe to LobbyTools and use it as our primary bill tracking and monitoring system. It enables us to research bills, PCBs, amendments, statutes, legislators, committees, calendars and news and allows us to generate customized, up-to-date reports specific to you to ensure you receive the most timely and relevant information available. In addition, our team monitors all relevant legislative committee meetings, agency hearings, and any other meeting affecting the City's legislative agenda.

Typically, we report to our clients monthly, but will report more frequently as conditions warrant. For example, if we are monitoring a specific issue for the City that is moving rapidly through the process, we would keep you updated as much as possible. The formal reporting described is, of course, in addition to the regular communication we provide to all of our clients at all times.

We commit to always communicate with your staff and leadership the background and political realities of your various legislative priorities. In addition, the moment we are aware of legislation that impacts you, whether positively or negatively, we will alert you. This is especially so with funding issues. After session concludes, we will ensure that there is appropriate follow-through on all bills impacting you and will provide the City with a closing report as soon as practicable. If any additional reporting materials are needed, GrayRobinson will be happy to provide them to the City.

As part of our representation, we also commit to assisting the City Commission, Manager and staff in developing a 2019 legislative program. We propose an approach that includes frequent and ongoing communication, including attendance at all appropriate meetings of City leadership and any other meetings pertaining to its state and local legislative agenda. We will work with staff and other leadership to ensure we understand both the immediate and long-term goals that are integral to the City's success and the advancement of its strategic plan.

The team's well-respected background in government relations services is bolstered by the extensive network we maintain and active part that each member plays. Having the experience of professionals who have been on both sides of the legislative arena, we are able to offer a unique perspective on the inherent competition regarding allocations of national and state resources and the tension between federal, state, and local governments. Our interconnected relationship with former and current policymakers enables us to advise our clients on economic and fiscal trends, expenditure expectations, leadership priorities and the best achievable strategy to incorporate our clients' goals into the "big picture" of government issues.

With regard to constitutional and statutory issues, the team is highly attuned to the natural political and policy tensions that exist between state and local governments. While local elected officials continuously seek to provide strategic enhancements desired by their local communities, or necessary enhancements that may originate from unfortunate circumstances, the Legislature often steps in beyond what local officials consider appropriate or in a manner contrary to local efforts. This frequently is the source of much discord between local and state government.

If selected, our team will provide a combination of specialized experience with local government issues, exclusive access to leaders in the Legislature and executive branch, and deep-rooted connections with the City of Hollywood delegation and within Broward County. In addition, all professional lobbyists at GrayRobinson will be available to the City.

Project Plan

As has been the arrangement throughout the past ten years of representing the City of Hollywood, Jason Unger will be your primary point of contact for both state and local lobbying. Joseph Salzverg will serve as your secondary point of contact. Dean Cannon and Kim McDougal will bring added value to the City's team with a focus on state-level representation.

In addition, the City will have access to more than 300 government relations consultants and attorneys at GrayRobinson should additional expertise be needed.

Tasks/Time Frame

As is typically done before Session, GrayRobinson suggests meeting with the City of Hollywood prior to the start of the 2019 Committee Weeks to ensure we are intimately familiar with all of the City's priorities leading into the 2019 Session. During this meeting, we would discuss our strategy, to include:

- **Tactics and messaging.** During the months of September and October, Jason, Joseph, Kim and Dean will discuss the optimal strategy for targeting appropriate legislators in order to achieve the City's priorities.
- **Legislative strategy.** During the months of November and December, the team will refine any proposed statutory or appropriations-based changes and identify legislation that the City supports, opposes or wishes to amend.
- **Identify champions and supporters.** Concurrently, we will identify legislators who support each of these goals, as well as avenues to enact these changes. In some cases, this may be accomplished through the filing of individual policy bills by House and Senate Members

and moving them through the committee process. In those cases, ideally we will have this strategy in place and begin action in November and December.

As 2018 is an election year, the incoming Governor and new agency heads (most notably the Department of Environmental Protection) will be briefed on the City's 2019 legislative priorities. GrayRobinson maintains strong relationships with many of the current candidates for every cabinet position on the 2018 ballot. We fully expect our Firm to enjoy productive relationships with every new or renewed member of the cabinet after the 2018 elections have concluded.

7. Summary of the Proposer's Fee Statement

The Proposal will show the fee schedule. Express your fee in a lump sum not-to-exceed maximum amount and a separate price for the components of the work shown in scope of service and include a chart of the rates which ties the project plan and milestones to hours assigned to the personnel.

GrayRobinson proposes a $50,000 annual fee for state and local lobbying services. This amount is inclusive of all components of work described in the Request for Proposal scope of services.

Additionally, indicate your expectations concerning reimbursement for travel, per diem expenses, photocopying, telephone lines or other incidental expenses, if applicable.

Documented, out-of-pocket expenses directly attributable to the performance of this work (*i.e.* lobbyist registration fees, travel requested by the City) may be billed in addition to our fee.

If additional work is required beyond the scope of this contract, how would those services be billed? This may include additional presentations or follow-up as requested.

If additional legal work is required, fees will be billed hourly as is currently done by other GrayRobinson lawyers presently representing the City of Hollywood.

Appendix

Full Resumes of City of Hollywood Team Members

Jason L. Unger
Managing Shareholder, Tallahassee
jason.unger@gray-robinson.com

301 South Bronough Street
Suite 600
Tallahassee, Florida 32301
Phone: 850-577-9090
Fax: 850-577-3311
Direct: 850-577-5489

Experience

Jason concentrates his practice in the areas of governmental affairs and administrative law matters, and regularly works with the executive branch agencies and the Legislature on behalf of his clients.

Prior to joining GrayRobinson, Jason served as Special Counsel to the Florida House of Representatives. While at GrayRobinson, he represented George W. Bush and Richard Cheney in the 2000 presidential election contest, the Florida House of Representatives in the 2002 and 2012 redistricting cycles, the Republican Party of Florida and members of the Legislature in election law matters. In 2001, Jason was appointed by Gov. Jeb Bush and U.S. Congressman E. Clay Shaw, Jr. to the Florida Federal Judicial Nominating Commission. In 2005, Gov. Bush appointed Jason to the Florida Sports Foundation. Since 2008, Jason has served on the Supreme Court Judicial Nominating Commission (JNC). He was originally appointed to the Supreme Court JNC by Gov. Charlie Crist, and was reappointed by Gov. Rick Scott in 2011 and again in 2016 for a term through 2019. Jason was elected chairman of the JNC in 2008 and again in 2016.

Background

Jason was born in New Jersey and has lived in Florida since 1982. He received his bachelor's degree from the University of Florida in 1990 and went on to receive his juris doctor from the University of Florida College of Law in 1993. He moved to Tallahassee from Fort Lauderdale in 1998.

Education

- **University of Florida, B.S.B.A.** (1990)

- **University of Florida, J.D.** (1993)

Admissions

- Florida
- U.S. District Court, Southern District of Florida

Professional Associations & Memberships

- Judicial Nominating Commission
  - Florida Supreme Court, 2011-2015, 2016-2019, reappointed by Gov. Rick Scott
    - Vice Chair, 2013
    - Chairman, 2016-2017
  - Florida Supreme Court, 2008-2011, appointed by Gov. Charlie Crist
    - Chairman, 2009-2010
  - Florida Federal, 2001-2005, appointed by Gov. Jeb Bush and U.S. Congressman E. Clay Shaw
- National Republican Congressional Committee, Florida Counsel, 2010 and 2016 elections
- Florida House of Representatives, Redistricting Counsel, 2002 and 2012 cycles
- Rudy Giuliani Presidential Campaign, Florida Counsel, 2007-2008
- Republican Party of Florida, Election Law Counsel, 2002
- Litigation Counsel to George W. Bush and Richard Cheney, 2000 Presidential Election Contest
- Florida House of Representatives, Special Counsel, 2000
- Appointed by Gov. Jeb Bush to the Boards and Commissions Review Panel, 1999-2000
- The Florida Bar
  - Governmental and Public Policy Advocacy Committee

Media Mentions

- "Legislating Libations: What Comes Next for the Craft Distillery Movement," *Jacksonville Business Journal*, September 2016
- "Publix, ABC Fighting Supermarket Liquor Sales Bill," *Daily Business Review*, October 2015
- "Publix, Liquor Stores Unite to Keep Walls Between Groceries, Booze," *Orlando Sentinel*, October 2015
- "Backroom Briefing: Liquor Dispute Could be a Wallbanger," *Sunshine State News*, October 2015
- "Federal Medical Marijuana Bill Backed by Senate Trio," *Examiner*, March 2015
- "Publix, Wal-Mart at Odds Over Separating Liquor, Groceries," *News Service of Florida*, February 2015
- "Florida Legislation and Regulation to Watch in 2015," *Law360*, January 2015
- "Craft Beer Brewers Go Head to Head With Beer Distributors," *Florida Trend*, January 2014
- "Casino Resort Fight Creates Windfall for Lobbyists," *Daily Business Review*, December 2011
- "Smooth Operators," AmericanLawyer.com, November 2011
- Interview on Fox News Channel, October 2010
- Interview on Fox News Channel, Election Day, November 2010

Civic

- Florida Sports Foundation, Board of Directors, 2005-2007, appointed by Gov. Jeb Bush
- Florida Tax Watch, Board of Trustees, 2004-2006
- National Jewish Coalition, South Florida Chairman, 1996-1998
- Florida Blue Key

Reported Cases

Significant reported cases include:

- *In re: Senate Joint Resolution of Legislative Apportionment*, 1176, 83 So.3d 597 (Fla. 2012)
- *Martinez v. Bush*, 2002 WL 31740366 (S.D. Fla. 2002)
- *Florida Senate v. Forman*, 826 So.2d 279 (Fla. 2002)
- *In re: Constitutionality of House Joint Resolution* 1987, 817 So.2d 819 (Fla. 2002)
- *Palm Beach County Canvassing Board v. Harris*, 772 So.2d 1273 (Fla. 2000)
- *Gore v. Harris*, 2000 WL 1770257 (Fla. Cir. Ct. 2000)
- *In re: Constitutionality of House Joint Resolution* 25E, 863 So.2d 1176 (Fla. 2003) (No.SC03-1912)

GRAY | ROBINSON
ATTORNEYS AT LAW

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Executive Vice President
Statewide Chair of Government Affairs
Tallahassee/Orlando
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Suite 600
Tallahassee, Florida 32301
Phone: 850-577-9090
Fax: 850-577-3311

301 East Pine Street
Suite 1400
Orlando, Florida 32801
Phone: 407-843-8880
Fax: 407-244-5690

Experience

A fifth-generation Floridian, Dean Cannon began his career as a lawyer in Orlando, practicing state and local government law since 1995. From the Panhandle to the Keys, he has represented sophisticated clients before local, regional and state government entities. He has also represented cities and counties and quasi-governmental authorities, as well as local governments on issues ranging from electric and wastewater utilities to land-use and administrative law.

Dean served in the Florida House of Representatives from 2004 until 2012. During his eight-year tenure, he played pivotal roles in property tax reform, growth management reform, health care and Medicaid reform, and major transportation infrastructure policy initiatives, among many others. He was selected by his peers to become Speaker of the House for the 2010 to 2012 term and is credited with leading the Florida House effectively during a time of great economic and political challenge.

Dean's legislative and executive branch lobbying experience includes representing private clients and local government entities on issues including transportation, education, health care, insurance and appropriations matters. He has also handled civil litigation, administrative law, and regulatory matters before the Division of Administrative Hearings, and appellate matters before district courts of appeal and the Florida Supreme Court.

Background

Dean served as general counsel to the Orange County Charter Review Commission in 2000 and previously represented the City of Orlando before the Florida Legislature and the executive branch.

Dean lives in Tallahassee with his wife, Ellen, and their three children, Dean III, Katherine and Sarah.

Education

- **University of Florida, B.S.** telecommunications management (1989)
  - UF Student Senate, 1987-1988
  - UF Hall of Fame, 1989
- **University of Florida Levin College of Law, J.D.** (1992)
  - Florida Blue Key, Vice President, 1990
  - Student Body President, 1991-1992

Admissions

- Florida

Professional Associations & Memberships

- The Florida Bar
- Florida Association of Professional Lobbyists
- Enterprise Florida, Board Member

Awards & Recognitions

- AV Preeminent™ rated by *Martindale-Hubbell*

Civic

- Kissimmee/Osceola County Chamber of Commerce
- Leadership Florida, Class 19

GRAY | ROBINSON
ATTORNEYS AT LAW

Kim McDougal*
Senior Director Government Affairs
Tallahassee
kim.mcdougal@gray-robinson.com

301 South Bronough Street
Suite 600
Tallahassee, Florida 32301
Phone: 850-577-9090
Fax: 850-577-3311

Experience

Kim is a senior director of government affairs in GrayRobinson's Tallahassee office. She lobbies across a wide range of policy areas on behalf of public and private clients. Kim brings almost three decades of education policy knowledge and experience to the firm's lobbying practice, having served in multiple leadership roles at the Department of Education, including Governmental Relations Director and Senior Policy Advisor for several Commissioners of Education.

Kim began her public service career with the State of Florida in 1989 as a program auditor with the Office of the Auditor General, and later worked for the Office of Program Policy Analysis and Government Accountability. During her 10-year career with the Florida Legislature, she worked on a wide array of policy areas, but the majority of her policy work focused on K-20 education policy. Kim has worked as a senior advisor or in a leadership role for many of Florida's Education Commissioners. She also worked for Governor Bush in several roles within the Executive Office of the Governor, including as the policy coordinator for education in the Office of Planning and Budget.

Most recently, Kim served as Chief of Staff to Florida Governor Rick Scott. In this role, she was responsible for directly serving and advising the Governor on issues pertaining to 100,000+ executive branch employees and administered an $83 billion state budget. She also served as Governor Scott's Deputy Chief of Staff, Legislative Affairs Director, Education Policy Coordinator and as Policy Advisor during his successful reelection campaign.

** Denotes non-attorney professional*

Education

- **Tulane University, B.S.**
- **Florida State University, M.B.A.**
- **Florida State University, Ph.D.**

Professional Associations & Memberships

- Florida Association of Professional Lobbyists, Designated Professional Lobbyist
- Florida Education Legislative Liaisons

Presentations & Seminars

- "Constitution Revision Commission," The Florida Bar's Education Law Committee Meeting, January 19, 2018

GRAY | ROBINSON
ATTORNEYS AT LAW

Joseph R. Salzverg
Attorney & Government Affairs Consultant
Miami/Tallahassee
joseph.salzverg@gray-robinson.com

333 S.E. 2nd Avenue
Suite 3200
Miami, Florida 33131
Phone: 305-416-6880
Fax: 305-416-6887

301 South Bronough Street
Suite 600
Tallahassee, Florida 32301
Phone: 850-577-9090
Fax: 850-577-3311

Experience

Joseph has several years of experience in Florida's political and public policy arena. He has served as a Campaign Manager and Political Consultant to several members of the Miami-Dade Legislative Delegation during the past several election cycles.

While in law school, Joseph was a member of the 2013-2014 Legislative Intern Program where he served as a Legislative Analyst on the Regulatory Affairs Committee in the Florida House of Representatives. During this time, Joseph was responsible for analyzing proposed legislation related to banking and insurance regulation, business and professions regulation, and energy and utilities regulation.

Following his time with the Florida House, Joseph was a law clerk with the City of Miami, Office of the City Attorney. In that capacity, he handled zoning, land use, municipal legislation, and general government matters.

Joseph then served as a Legislative Affairs Consultant and law clerk for a regulatory insurance and administrative law firm in Tallahassee. During this time, Joseph was able to leverage his valuable relationships with members and staff to pass several bills and mitigate or stop proposed legislation that caused concern for his clients. As a law clerk, Joseph also dealt with various state agencies on behalf of his clients. Joseph currently lobbies Florida's legislative and executive branches of government on issues relating to insurance, utilities, health care, growth management, local government, regulated industries and appropriations matters. Joseph also represents clients before local governments on procurement, land use and general government matters.

Education

- **University of Miami, B.A.** political science and business administration (2010)
- **Florida State University College of Law, J.D.** (2015)
    - College of Law Cuban American Bar Association
        - Founder, 2012

    - President, 2012 - 2015
  - Jewish Law Student Association
    - Founder, 2012
    - Vice President, 2012 - 2015
  - Peer Advisor, Office of Student Affairs
  - The Justice Raoul G. Cantero, III Diversity Enhancement Scholarship, Recipient

Admissions

- Florida

Professional Associations & Memberships

- The Florida Bar
  - Governmental and Public Policy Advocacy Committee
- Cuban American Bar Association

Languages

- Proficient in Spanish

Awards & Recognitions

- "Lobbying Industry's Rising Star," *Influence* Magazine, 2016
- "30 Under 30 Rising Star," *Florida Politics*, 2014

Civic

- James Madison Institute, Leaders Fellowship, 2016-2017

Media Mentions

- "Longboat Key Gains Exemption from State Utilities Bill," *YourObserver.com*, May 5, 2017
- "Florida LGBT Rights Push Reflects Changing Times," *Reuters*, May 2, 2017
- "Florida House Keeps Chipping Away at 'Liquor Wall,'" *Palm Beach Post*, March 14, 2017

Responses to Requirements Listed on Pg. 26 of the Request for Proposal

- ***The description of the lobbyist's understanding of key issues to the City of Hollywood.***

  Having represented the City of Hollywood since 2008, GrayRobinson is intimately familiar with key issues facing the City.

- ***Lobbyist's specific experience on key City issues referred to in Attachment A.***

  Having represented the City of Hollywood since 2008, including the 2018 legislative session, GrayRobinson is very well-versed in the key City issues referred to in Attachment A. Below is a non-exhaustive list of specific experience with respect to the City's State and local priorities:

  - On behalf of the City of Hollywood, the Firm successfully worked to defeat the vacation rental preemption bill after proponents refused to add "party house" language vital to the interests of the City.
  - On behalf of the City of Hollywood and other local government clients, the Firm successfully advocated to preserve the ability to charge a local business tax and to maintain the current communications services tax rate within the tax package.
  - On behalf of the City of Hollywood, the Firm was successful in having legislation and floor amendments filed relating to anchoring limitations for North and South Lakes. Further, the Firm was successful in cultivating an understanding of the City's concern with key members of the Legislature, the Executive Office of the Governor, and the Florida Fish and Wildlife Conservation Commission.
  - On behalf of the City of Hollywood, the Firm was successful in working with the Florida Department of Transportation ("FDOT") in allowing City license plate readers to be placed on their rights-of-way.
  - On behalf of the City of Hollywood, the Firm successfully worked with the Florida Department of Environmental Protection ("FDEP") in reassessing the City's reuse requirements for their ocean outfall closure. This resulted in a savings to the City and its taxpayers of approximately $200 million.
  - On behalf of the City of Hollywood, the Firm successfully worked with Broward County and other stakeholders to advocate for over $50 million for the traditional beach management program and over $11 million for post-Hurricane Irma damage recovery for Florida's beaches and shorelines.
  - On behalf of the City of Hollywood, the Firm closely monitors any gaming legislation as well as the Seminole Compact negotiations to ensure the local mitigation provision is preserved. The Firm has been successful in this preservation and in thwarting any efforts to alter the local government splits.
  - The Firm is well-versed in pursuing and obtaining funding for water projects such as septic-to-sewer conversions. In recent years, the Firm has been successful in obtaining Florida Keys Stewardship Act funding for a variety of projects including septic-to-sewer conversions.
  - On behalf of Lake County, the Firm secured $350,000 for the Magnolia Lane Water Quality Retrofit Lake Harris Basin.
  - On behalf of Volusia County, the Firm secured over $5.5 million in funding from FDEP and the St. Johns River Water Management District ("SJRWMD") for construction of an advanced wastewater treatment plant in the Blue Springs watershed.

- The Firm has participated in the Sadowski Coalition for many years, including the most recent effort to reinstate the state earmark of $4 million for state homeless programs within the Department of Children and Families ("DCF").
- The Firm was involved in the original creation of the state and local housing programs including the doc stamp dedication (Sadowski funds). The team continues to participate in the annual advocacy of SHIP and other housing programs.
- The Firm is well-versed in navigating legislation and regulation with regard to pension plans. In each of the last two sessions, the Firm has successfully worked to pass local bills relating to the City of West Palm Beach's police pension plan.
- On behalf of the City of Hollywood and other local government clients, the Firm successfully worked to defeat proposed legislation that would have revamped the legislative claim bill process and increased financial exposure to municipalities and their insurance carriers.
- On behalf of the City of Hollywood, the Firm successfully settled an over $1 million claim bill against the City in the amount of $100,000, which represents less than 10% of the total excess judgment.
- On behalf of the City of Hollywood and other local government clients, the Firm continuously fights attacks on home rule which are often in the form of preemption. During the 2018 session, the Firm was successful in working with other stakeholders in defeating local government preemption measures such as: the regulation of bicycle sharing, the sale of domestic animals, tree trimming, municipal elections and Community Redevelopment Agencies.
- The Firm closely monitors all insurance-related legislation and will continue to keep the City apprised of any proposals adverse to its residents.
- On behalf of the City of Hollywood and other local government clients, the Firm continuously advocates for an expansion in the use of tourist development taxes ("TDTs") by a local government.
- The Firm was successful in advocating for the extension of the current authorization to use TDTs on beach nourishment and expanding the use of TDTs to include the development and operation of capital improvements to public facilities (such as transportation and water projects).

- ***Explanation of the lobbyist's plans to provide services on issues and subject areas outside the expertise of its team members, specifically those that may be identified in Attachment A.***

  GrayRobinson has represented local governments since its inception in 1970. We have handled a wide array of issues for our public sector clients during these 48 years and are confident we can handle any issue/subject area that the City of Hollywood requires.

  In addition, should their deep knowledge of various municipal issues and law be needed, GrayRobinson's 300+ attorneys and consultants provide an invaluable resource.

- ***Description of how the lobbyist would enhance the City's position with respect to legislation and budgetary authorizations and appropriations.***

  GrayRobinson has represented the City of Hollywood since 2008. As a result of our mutually successfully relationship, we are well-positioned to assist the City in obtaining appropriations and substantive legislative change specific to your priorities including those related to vacation rentals, local business tax, wastewater/utilities, appropriations, transportation and affordable housing.

- ***How the lobbyist plans to establish, maintain and enhance working relationships between City elected officials and staff and the executive and legislative branches of the state government as well as at the County level.***

  The GrayRobinson lobbying team maintains excellent relationships with members of the Legislature, including Senate President Designate Bill Galvano, House Speaker Designate Jose Oliva, and members of their respective leadership teams throughout the State. In addition, we have strong relationships with Broward County Commissioners and their staff.

  GrayRobinson also maintains strong relationships with many of the current candidates for every cabinet position on the 2018 ballot. As mentioned previously, we fully expect to enjoy productive relationships with every new or renewed member of the cabinet after the 2018 elections.

  We will use these relationships to ensure matters of importance to the City of Hollywood remain at the forefront of House and Senate Leadership decisions during Session. We will introduce City elected officials and staff to appropriate government leadership at the executive and legislative levels and work to develop effective communication strategies between City of Hollywood officials and government representatives.

- ***A list of accomplishments achieved on behalf of local governments as well as funding obtained for local governments during recent sessions.***

  City of Hollywood

  2018
  - Successfully worked with the City and Governor's Office to have census tracts recommended as Opportunity Zones.
  - Successfully worked to defeat the vacation rental preemption bill after proponents refused to add "party house" language vital to the interests of the City.
  - Successfully worked to defeat two harmful amendments that would have preempted the sale of domestic animals.
  - Successfully worked with FDOT in allowing City license plate readers to be placed on their rights-of-way.
  - Successfully lobbied Constitutional Revision Commission commissioners to defeat Proposal 95 (preemption on the local regulation of commerce, trade, and labor).
  - Successfully worked with the Florida Department of Highway Safety and Motor Vehicles ("FDHSMV") on renaming of City streets and revisions of resident documents as a result.

  2017
  - Successfully worked with other stakeholders to defeat a wastewater bill that would have undone the City's successes at FDEP with respect to the ocean outfall closure.
  - Successfully worked with other stakeholders to secure funding for the State's Inlet Sand Bypassing/Inlet Management Plan.

  2016
  - Successfully secured an appropriation of $300,000 for street light renovations.

- Successfully worked with FDEP in re-assessing the City's reuse requirements for a savings to the City and its taxpayers of approximately $200 million.

2015

- Successfully worked to settle an over $1 million claim bill against the City in the amount of $100,000 – less than 10% of the total excess judgment.

City of Key West

2018

- Successfully amended the tree trimming preemption bill to exempt delegated authority for mangrove protection and worked to defeat the bill after the Senate would not concur with the House language.
- Successfully secured an appropriation of $277,650 for a Reef Pumpout Program.
- Successfully secured an appropriation of $5 million in Florida Forever funding for Areas of Critical State Concern.

2017

- Secured $1 million in funds for the City of Key West's Vandenberg Project. The City of Key West sought state funding to purchase and sink the *U.S.S. Vandenberg* off the coast of Key West. This sinking has already led to increased tourism to the area by both the recreational fishing and diving industries.

2016

- Successfully amended the 2015 Affordable Housing bill with language important to the City.

2015

- Helped secure passage of the Florida Keys Stewardship Act. The Act adds Key West to the list of eligible areas for which Everglades restoration bonds may be issued and expands the range uses for the funds. In addition the bill allocates a minimum of $5 million annually to the Florida Keys Area of Critical State Concern beginning FY 2016-2017 through FY 2026-2027. The bill also provides a specific appropriation of $5 million in FY 2016-2017 to be distributed in accordance with the existing interlocal agreement for various water purposes and to enhance water supply, or for land acquisition.

2012

- Secured $50 million to the Florida Keys Wastewater Treatment Plan and successfully lobbied for the passage and approval of legislation that designated the Schooner *Western Union*, currently harbored in Key West, as the official Flagship of the State of Florida. This designation will bolster tourist visits to the City of Key West and enhance our State's capitol walls.

City of Orlando

2018

- Successfully worked to defeat legislation aimed at restructuring Metropolitan Planning Organizations.

- Successfully worked to defeat legislation targeting the structure, allowable expenditures, reporting requirements and length of existence of Community Redevelopment Agencies.
- Successfully worked to defeat legislation aimed at reclassifying rural settlement districts located within three miles of State University System Institutions that could have undercut local control of land use classifications and regulations.

2016

- Successfully amended Florida Statutes to clarify that, in instances where a municipality is the entity providing the required local financial incentive for an economic development project under the QTI program, it is the municipality, and not the County in which it resides, that handles all coordination with OTTED and provides the required wage-scale calculations.
- Successfully passed professional sports stadium legislation.

2014

- Worked with stakeholders to secure $20 million for the University of Central Florida's Downtown Campus. Additionally, we successfully defeated an effort to preempt local governments from regulating the use of polystyrene products on public lands.

City of Port St. Lucie

2018

- Successfully secured an appropriation of $180,000 for the design of McCarty Ranch phase 3 water reservoir. This, coupled with previous legislative successes on behalf of the City, marks over $2 million in funding for this reservoir project to relieve nutrient flow in the C-23 Canal.

2016

- Successfully secured $1.02 million for the McCarty Ranch extension.

City of Tampa

2018

- Successfully worked to settle a $17.8 million claim bill against the City in the amount of $5 million, which represents only 28% of the total excess judgment.

2017

- Defeated an $18 million claim bill levied against the City, in its first committee.

City of West Palm Beach

2018

- Successfully worked to pass a local bill relating to the City's police pension fund.
- Successfully worked to secure a $400,000 appropriation for road improvements to the Rosemary Corridor.
- Successfully worked to secure a $300,000 appropriation for enhancements to the City's critical incident response, including emergency vehicles and a police patrol boat.

2017

- Secured a $500,000 Cultural Facilities Grant for the stabilization and rehabilitation of the Historic Sunset Lounge.
- Secured $500,000 for Stormwater Improvements to Historic Pineapple Park.

2016

- Secured $450,000 for Broadway Avenue improvements, Phase 2.

2015

- Obtained $175,000 in funding for retrofits to the City's water quality system and $450,000 in funding to begin a redevelopment project along a major roadway that had become blighted. The funding, which is continuing, was the first step in a redevelopment project that brought millions of dollars of private investment into an area that had fallen behind economically. This was the City of West Palm Beach's number one priority in 2015 and a major victory.

2013

- Obtained $400,000 for Broadway Avenue improvements, phase 1.

City of Winter Park

2018

- Successfully worked to defeat the tree trimming preemption bill.

2016

- Successfully advocated for a $2 million appropriation for the acquisition of 48 acres to restore Howell Branch Creek and establish a linear park.

Miami-Dade County

2018

- Successfully worked to secure $1.5 million in filing fees from the tax package for the Miami-Dade Clerk of Court.
- Successfully worked to remove harmful language from the tax package and omnibus condominium bill that would have allowed a condominium association's attorney to represent individual unit owners in value adjustment board ("VAB") appeals with limited notice to the unit owners.
- Successfully worked to defeat proposed legislation that would have revamped the legislative claim bill process and increased financial exposure to municipalities and their insurance carriers.
- Successfully worked to amend transportation bills to include a road designation in Miami-Dade County.
- Successfully worked to pass legislation that will exempt law enforcement vehicles from paying tolls while on official business.

- ***Current written listing of all Firm clients.***

The below list captures all of GrayRobinson's government relations clients.

- ACS Infrastructure Development, Inc.
- Advancement Via Individual Determination
- Allergan USA, Inc.
- Alliance for Safety and Justice, a Project of the Tides Center
- Apartment Association of Greater Orlando
- Arnie's Army Charitable Foundation, Inc.
- Associated Builders & Contractors of Florida, Inc.
- Automated Health Systems, Inc.
- Bayfield Mitigation
- Broward College Foundation, Inc.
- Camelot Community Care, Inc.
- Canaveral Port Authority
- Centene, d/b/a Sunshine Health
- Central Florida Hotel & Lodging Association
- Central Florida Regional Transportation Authority (LYNX)
- Central Florida Zoo & Botanical Gardens
- Centurion Managed Care
- Charlotte County
- ChildNet, Inc.
- Christian Prison Ministries, Inc.
- City of Apopka
- City of Clermont
- City of Hollywood
- City of Key West
- City of Kissimmee
- City of Lakeland
- City of Fort Myers
- City of Neptune Beach
- City of Orlando
- City of Oviedo
- City of Port St. Lucie
- City of St. Cloud
- City of Tampa
- City of West Palm Beach
- City of Winter Park
- College of Central Florida Foundation, Inc.
- CORE Construction
- Cornerstone Hospice & Palliative Care
- Deloitte Consulting, LLP
- Devereux Foundation, Inc.
- Dewberry Engineers, Inc.
- Disasters, Strategies, & Ideas Group, LLC
- Dosal Tobacco Corporation
- ERM Strategies
- Eskimo Hut Worldwide
- Florida Association of Agencies Serving the Blind
- Florida Association of Insurance Agents
- Florida Association of the American Institute of Architects
- Florida Brownfields Association, Inc.
- Florida Businesses for a Competitive Workforce
- Florida Girl Scouts Legislative Network
- Florida Institute for the Commercialization of Public Research
- Florida Library Association
- Florida Municipal Electric Association
- Florida Municipal Power Agency
- Florida Nurses Association
- Florida Outdoor Advertising Association
- Florida Recovery Schools
- Florida School Boards Association
- Florida Society of Oral and Maxillofacial Surgeons
- Florida Surety Association
- Florida Virtual School
- Florida's Vision Quest
- Frito-Lay, Inc.
- GrayRobinson, P.A.
- Gatorade
- Gulf County
- Gulf Power Company
- Hendry County Board of County Commissioners
- Hendry County Economic Development Council
- Holland Financial, Inc.
- IMG College, LLC
- ISF, Inc.
- Islamorada Village of Islands
- JEA
- Jetro RD Inc., d/b/a Restaurant Depot
- Jobs for Florida's Graduates
- JPMorgan Chase Holdings, LLC
- Laboratory Corporation of America
- Lake County
- Lake County School Board
- Lake Monroe Waterfront and Downtown Sanford CRA
- Lee County Board of County Commissioners
- Leisure Resorts
- LifeLink Foundation, Inc.

- Lighthouse Central
- Lockheed Martin Corporation
- Melbourne Airport Authority
- Metropolitan Systems Inc.
- Miami-Dade County
- Miami Dolphins
- Monroe County Board of County Commissioners
- Mush, Inc.
- MV Transportation, Inc.
- National Association of Industrial & Office Properties
- National Council, Boy Scouts of America, Inc.
- National Lightning Protection Corporation
- Nelson & Company, Inc.
- Non-Profit Insurance Services, Inc.
- OneBlood
- On Street Media Florida, Inc.
- Orange County Library District
- Orange County Sheriff
- Orlando Economic Partnership, Inc.
- Orlando Magic
- Pasco County Schools
- Pepsi Bottling Company
- Pepsi Cola North America
- PepsiCo
- Psychological Addiction Services
- Public Consulting Group
- Quaker Foods & Beverages
- RB Jai-alai, LLC
- RX Development Associates, Inc.
- Santa Fe College Foundation
- SantaFe HealthCare, Inc.
- SantaFe Senior Living, Inc.
- Sarasota Memorial Healthcare System
- SAS Institute, Inc.
- School Board of Levy County
- Seavin, Inc.
- Self Storage Association
- Shands Teaching Hospital and Clinics Inc.
- Sodexo, Inc.
- South Broward Hospital District
- South Central Florida Express, Inc.
- Southern Gardens Citrus Groves Corporation
- Southern Gardens Citrus Holding Corporation
- Southern Gardens Citrus Nursery Corporation
- Southern Gardens Citrus Processing Corporation
- St. Augustine Distillery
- Star Insurance Company, a subsidiary of AmeriTrust
- STEPS, Inc.
- Sunset Harbour Yacht Club, Inc.
- Sysco Corporation
- Target Corporation
- Tech Care for Kids, Inc.
- Transition House, Inc.
- Tropicana Products, Inc.
- Twin Creeks Development, LLC, a Florida limited liability company
- U.S. Chamber Institute for Legal Reform
- United States Sugar Corporation
- University of Central Florida Foundation, Inc.
- University of Central Florida Student Government Association
- The Villages
- Volusia County Government
- Walt Disney Parks and Resorts, U.S.
- Weyerhaeuser Company and Its Affiliates
- Williams Acquisition Holding Company, Inc.
- Winewood Park, Ltd
- Woodard & Curran, Inc.
- Worldwide Interactive Network

- ***Five-year grid detailing the amount of dollars in grants successfully applied for.***

Year	Entity	Grant Amount	Description
2017/2018	Broward College	$3,187,500	The Firm worked to secure a $3,187,500 Florida Job Growth Workforce Training Grant from the Florida Department of Economic Opportunity.
2017/2018	Canaveral Port Authority	$50 million	The Firm successfully worked to have a grant application valued at over $50 million to be included in the top three preferred grant recommendations from the Florida Department of Transportation to the United States Department of Transportation, for consideration of an Infrastructure for Rebuilding America ("INFRA") grant.
2017/2018	Canaveral Port Authority	$8,245,000	The Firm worked to secure an $8,245,000 Florida Job Growth Public Infrastructure Grant from the Florida Department of Economic Opportunity.
2017/2018	City of Port St. Lucie	$3,003,247	The Firm worked to secure a $3,003,247 Florida Job Growth Public Infrastructure Grant from the Florida Department of Economic Opportunity.
2017/2018	Volusia County	$1,961,564	The Firm worked to secure a $1,961,564 Florida Job Growth Public Infrastructure Grant from the Florida Department of Economic Opportunity.
2016	City of West Palm Beach	$500,000	The Firm secured a $500,000 Cultural Facilities Grant for the stabilization and rehabilitation of the Historic Sunset Lounge from the Florida Department of State.
2015	Cities of Kissimmee, Orlando, Winter Park	$10,000,000 pot with 50% match	The Firm successfully advocated for the creation of a new matching grant program for the development of quiet zones with the Florida Department of Transportation.
2012/2013	City of Marathon	$727,000	The Firm assisted the City of Marathon in obtaining an Economic Development Grant (one of the first in the State), and drafting the corresponding sub-recipient grant agreement with a non-profit entity for the proposed construction of a zip-line project.

Insurance Forms

Client#: 1405411 131GRAYROB

ACORD. **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY) 4/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T Insurance Services, Inc. PO Box 4927 Orlando, FL 32802-4927 407 691-9600	CONTACT NAME: PHONE (A/C, No, Ext): 407 691-9600	FAX (A/C, No): 888-835-4183
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	20478
	INSURER B :	35289
	INSURER C :	29459
	INSURER D :	
	INSURER E :	
	INSURER F :	
INSURED GrayRobinson PA P.O. Box 3068 Orlando, FL 32802		

COVERAGES CERTIFICATE NUMBER: 18/19 Master BAI WC+ REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	*	*	6012395102	04/15/2018	04/15/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS	*	*	6012395133	04/15/2018	04/15/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000			CEU6012395113	04/15/2018	04/15/2019	EACH OCCURRENCE AGGREGATE	$15,000,000 $15,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	21WBAF3505	08/09/2017	08/09/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*Additional Insured status is granted with respects to General Liability if required by written contract per form "Non-Contractor's Additional Insured Endorsement" form #CNA74857XX 01/15 and General Liability Extension Endorsement, form CNA74879XX(1-15).

*Waiver of Subrogation status is granted with respects to General Liability if required by written contract (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
SES 7945 Mandarin Drive Orlando, FL 32819	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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PSBE

DESCRIPTIONS (Continued from Page 1)

per form "General Liability Extension Endorsement", form GNA74576XX(1-15).

*Additional Insured status is granted with respects to Auto Liability as it pertains to Non-Owned & Hired Auto Liability coverage if required by written contract per form "Business Auto Coverage Form", form #CA0001 10/13.

*Waiver of Subrogation status is granted with respects to Auto Liability as it pertains to Non-Owned & Hired Auto Liability coverage if required by written contract per form "Waiver of Transfer Rights of Recovery", form #CA0444 03/10.

*Waiver of Subrogation status is granted with respects to Workers Compensation if required by written contract per form "Waiver of Our Rights to Recover From Others Endorsement" form #WC000313.

Client#: 1405411 131GRAYROB

ACORD **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY): 4/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T Insurance Services, Inc. PO Box 4927 Orlando, FL 32802-4927 407 691-9600	CONTACT NAME: PHONE (A/C, No, Ext): 407 691-9600 FAX (A/C, No): 888-635-4163 E-MAIL ADDRESS:
INSURED GrayRobinson PA P.O. Box 3068 Orlando, FL 32802	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Fire Insurance Co of Hartford — 20478 INSURER B : Continental Insurance Company — 35289 INSURER C : Twin City Fire Insurance Co — 29459 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 18/19 Master BAI WC REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	*	*	6012395102	04/15/2018	04/15/2019	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	*	*	6012395133	04/15/2018	04/15/2019	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000			CEU6012395118	04/15/2018	04/15/2019	EACH OCCURRENCE	$15,000,000
							AGGREGATE	$15,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	21WBAF3508	09/09/2017	09/09/2018	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

"Additional Insured status is granted with respects to General Liability if required by written contract per form "Non-Contractor's Additional Insured Endorsement" form #CNA74957XX 01/15 and General Liability Extension Endorsement, form CNA74979XX(1-15).

*Waiver of Subrogation status is granted with respects to General Liability if required by written contract (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Global Experience Specialist 7650 Lindell Road Las Vegas, NV 89118	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

per form "General Liability Extension Endorsement", form CNA74678XX(1-15).

*Additional Insured status is granted with respects to Auto Liability as it pertains to Non-Owned & Hired Auto Liability coverage if required by written contract per form "Business Auto Coverage Form", form #CA0001 10/13.

*Waiver of Subrogation status is granted with respects to Auto Liability as it pertains to Non-Owned & Hired Auto Liability coverage if required by written contract per form "Waiver of Transfer Rights of Recovery", form #CA0444 03/10.

*Waiver of Subrogation status is granted with respects to Workers Compensation if required by written contract per form "Waiver of Our Rights to Recover From Others Endorsement" form #WC000313.

SAGITTA 25.3 (2014/01) 2 of 2
#S19873928/M19873127

Required Forms

- Remainder of page intentionally left blank -

Issue Date City of Hollywood, Florida Solicitation #

ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): GrayRobinson, P.A. Federal Tax Identification Number: 59-1300132

If Corporation - Date Incorporated/Organized: August 30, 1970

State Incorporated/Organized: Florida

Company Operating Address: 301 South Bronough Street, Suite 600

City Tallahassee State FL Zip Code 32301

Remittance Address (if different from ordering address): _____

City _____ State _____ Zip Code _____

Company Contact Person: Jason Unger Email Address: jason.unger@gray-robinson.com

Phone Number (include area code): 850-577-9090 Fax Number (include area code): 850-577-3311

Company's Internet Web Address: www.gray-robinson.com

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

_____ 4/20/18
Bidder/Proposer's Authorized Representative's Signature: Date

Type or Print Name: Jason L. Unger

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

ANY EXCEPTION, CHANGES OR ALTERATIONS TO THE GENERAL TERMS AND CONDITIONS, HOLDHARMLESS/INDEMNITY DOCUMENT OR OTHER REQUIRED FORMS MAY RESULT IN THE BID/PROPOSAL BE DEEMED NON-RESPONSIVE AND DISQUALIFIED FORM THE AWARD PROCESS.

GRAY | ROBINSON
ATTORNEYS AT LAW

City of Hollywood, Florida
Issue Date Solicitation #

HOLD HARMLESS AND INDEMNITY CLAUSE

(Company Name and Authorized Representative's Name)

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control or on its behalf in connection with or incident to its performance of the contract.

SIGNATURE

Jason L. Unger
PRINTED NAME

GrayRobinson, P.A.
COMPANY OF NAME

4/13/18
DATE

Failure to sign or changes to this page shall render your bid non-responsive.

City of Hollywood, Florida
Issue Date Solicitation #

NONCOLLUSION AFFIDAVIT

STATE OF: Florida

COUNTY OF: Leon, being first duly sworn, deposes and says that:

(1) He/she is Jason L. Unger of GrayRobinson, P.A., the Bidder that has submitted the attached Bid.

(2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;

(3) Such Bid is genuine and is not a collusion or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) Managing Shareholder, Tallahassee Office
Title

Failure to sign or changes to this page shall render your bid non-responsive.

City of Hollywood, Florida
Issue Date Solicitation #

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to City of Hollywood
by Jason L. Unger for GrayRobinson, P.A.
(Print individual's name and title) (Print name of entity submitting sworn statement)
whose business address is 301 S. Bronough Street, Suite 600, Tallahassee, FL 32301
and if applicable its Federal Employer Identification Number (FEIN) is 59-1300132. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

__X__ Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

City of Hollywood, Florida
Issue Date Solicitation #

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

.

_____
(Signature)

Sworn to and subscribed before me this 19th day of April, 2018.

Personally known _____

Or produced identification _____ Notary Public-State of FLORIDA

_____ my commission expires 10/20/18
(Type of identification)

_____
(Printed, typed or stamped commissioned name of notary public)

CHRIS GIBSON
Commission # FF 134432
Expires October 20, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

Failure to sign or changes to this page shall render your bid non-responsive.

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

Jason L. Unger

301 S. Bronough Street, Suite 600

Tallahassee, FL 32301

Application Number and/or Project Name:

RFP-4581-18-JE

Applicant IRS/Vendor Number: 59-1300132

Type/Print Name and Title of Authorized Representative:

Jason L. Unger, Managing Shareholder, Tallahassee Office

Signature: Date: 04/26/18

Failure to sign or changes to this page shall render your bid non-responsive.

City of Hollywood, Florida
Issue Date Solicitation #

DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE — Jason L. Unger PRINTED NAME

GrayRobinson, P.A.
NAME OF COMPANY

City of Hollywood, Florida
Issue Date Solicitation #

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.". The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business.

The State of Florida definition of "gifts" includes the following:

Real property or its use,
Tangible or intangible personal property, or its use,
A preferential rate or terms on a debt, loan, goods, or services,
Forgiveness of indebtedness,
Transportation, lodging, or parking,
Food or beverage,
Membership dues,
Entrance fees, admission fees, or tickets to events, performances, or facilities,
Plants, flowers or floral arrangements
Services provided by persons pursuant to a professional license or certificate,
Other personal services for which a fee is normally charged by the person providing the services,
Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the ~~person~~ authorized to sign the statement, I certify that this firm will comply fully with this policy.

SIGNATURE — Jason L. Unger (PRINTED NAME)

GrayRobinson, P.A. (NAME OF COMPANY) — Managing Shareholder, Tallahassee Office (TITLE)

Failure to sign this page shall render your bid non-responsive.