



City of Milton

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF LEON

JENNIFER J. GREEN
Owner, Partner or Officer of Firm

LIBERTY PARTNERS OF TAUHAGSSEY, LLC
Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as proposer, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any officer of the City of Milton or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of Milton or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

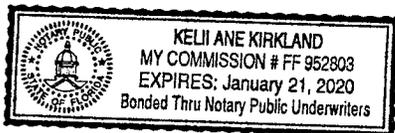
FIRM NAME: LIBERTY PARTNERS OF TAUHAGSSEY, LLC

SIGNATURE: Jennifer J. Green

TITLE: PRESIDENT

The foregoing instrument was acknowledged before me this 8/1/16 day of August, 2016 by the above signed acting on behalf of the organization/company. He/she is personally known to me or has produced Personally Known as identification and did (did not) take an oath.

SEAL



Kelli Kirkland
Signature of Notary

Handwritten initials and date: JB. 7/28/16

**LIBERTY PARTNERS OF TALLAHASSEE, LLC
& THE CITY OF MILTON**

2016-17 CONTRACT FOR LOBBYING SERVICES

1. *Client; Scope of Services.* Our client in this matter will be the City of Milton, Florida. (the “Organization”). We will be engaged to advise the Organization in connection with advocacy issues relating to the interest of the Organization.

Liberty Partners will utilize our expertise to provide the personalized and targeted services that will incorporate the components necessary to meet the Organization’s overall goals and objectives. Our engagement will include the scope of work identified below as listed in the RFP for “State Lobbyist Services for the City of Milton” as they relate to funding for infrastructure, parks and recreation and other projects and initiatives as directed.

The scope of the work shall include, but not limited to, the following:

- A. Meet with the Organization’s staff and the City Council to assist in the development of the organization’s list of goals, priorities and specific projects. Identify which of these goals, priorities, and specific projects could be addressed at the state level and assist in developing written material on each request to provide to the Florida legislature and their staff.
- B. Provide the Organization’s staff and the City Council with any new information that may impact, and actively see opportunities to enhance the organization’s State legislative program and provide options as to legislative strategy, when necessary.
- C. Monitor current state legislation and the state appropriations process and report to the Organization, both orally and in writing, any legislative events that may directly or indirectly impact the Organization.
- D. Provide the Organization with regular reports and updates on all legislative and appropriations issues that may impact the Organization.
- E. Advocate before the Florida Legislature in support of the Organization’s goals, priorities and projects.
- F. At the conclusion of the Florida Legislative session, prepare a final report, including the final status of the Organization’s priorities and a summary of the impact of major legislative changes on the Organization.

Through established relationships with both Legislative and Executive Branch leaders, as well as outside interest groups, we will take advantage of all appropriate opportunities to cultivate cooperative working relationships with mutual non-competing goals.

2. *Term of Engagement.* The term of the engagement will be for twelve (12)

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months beginning on August 1, 2016 and ending on July 30, 2017 after which time the Organization may renew the contract for two (2) additional 1-year terms. Should the contract not be renewed, we will take such steps as are reasonably practicable to protect the Organization's interests in the above matter and, if you so request, we will suggest to you a possible successor firm and provide it with whatever papers you have provided to us. Our representation of the Organization will terminate upon our sending you a final statement for services rendered in this matter.

3. *Fees and Retainer.* Based on the scope of services outlined above in Paragraph 1, items A through E, these services shall be retained at a rate of \$36,000 and paid in twelve (12) equal installments of \$3,000 per month. Travel, lodging and/or other direct expenses related to these services shall be pre-approved by the Organization, billed on a monthly basis and not exceed \$2,000 per year. Full payment is due promptly upon receipt of our statement. If this statement remains unpaid for more than 30 days, we may cease performing services for you until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees.

4. *Confidentiality.* From time to time, the firm may be provided with non-public or proprietary information related to the Organization's business in order to assist the firm in performing the services outlined in this contract. All such information, whether provided orally or in writing, shall be considered confidential unless subject to disclosure under Florida public records laws. The firm agrees not to disclose any such information to any person without your prior written consent and will provide prompt notice to you of any judicial or quasi-judicial demand for such information. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 983-5401, P.O. BOX 909, MILTON, FLORIDA 32572 DEWITT.NOBLER@CI.MILTON.FL.US.**

5. *Client Responsibilities.* You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation as well as furnishing the firm with any forms required by the Organization including, but not limited to: Non- Collusion Affidavit, Drug Free Workplace, and Conflict of Interest Forms. You also agree to pay our statements for services and expenses in accordance with paragraph 3 above.

6. *Conflicts.* As we have discussed, you are aware that the firm represents many other companies, organizations and individuals. It is possible that during the time that we are representing the Organization, some of our present or future clients will have disputes or transactions with the Organization. The Organization agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our scope of services outlined in paragraph 1 above even if the interests of such clients in those other matters are directly adverse to you.

We agree, however, that your prospective consent to conflicting representations

Handwritten signature and date:
7/20/16

contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, which, if known to such other client, could be used in any such other matter by such client to your material disadvantage. You should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you and them.

Once again, we are pleased to have the opportunity to work with the City of Milton. As discussed, Jennifer Green will be the primary contact for the representation of your Organization before the Florida Legislature and Florida Executive Branch. Tim Parson, Melanie Bostick and Doug McAlarney will be actively involved in this engagement and are available to assist you as needed. All of the professional advocates associated with our firm are members of the Florida Association of Professional Lobbyists (FAPL) or have earned their DPL (designated professional lobbyist) and adhere to a strict code of professional conduct.

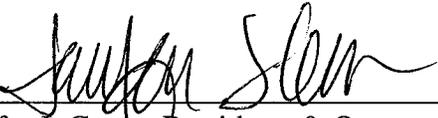
AGREED TO AND ACCEPTED:

City of Milton

By: 
W. Brian Watkins, City Manager

Date: 7/13/2016

Liberty Partners of Tallahassee, LLC

By: 
Jennifer J. Green, President & Owner

Date: 7/20/16

Approved by Milton City Council: July 12, 2016


JM
7/20/16



City of Milton

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the firm agrees as follows:

The firm agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The firm shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by the City of Milton. The firms may be declared, by the City of Milton, ineligible for further contracts until satisfactory proof of intent to comply shall be made by the firm.

The firm agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

Jennifer J. Green

BIDDER

Jennifer J. Green

SIGNATURE

President

TITLE

P.O. Box 909 • 6738 Dixon Street • Milton, Florida 32572 • (850) 983-5400 • Fax (850) 983-5415

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City of Milton

**Certification Regarding Debarment, Suspension,
And Other Responsibility Matters Primary Covered
Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal 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 (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Jennifer J. Green

Name

President

Title

Liberty Partners of Tallahassee, LLC

Firm
Tallahassee, FL 32301

City, State, Zip

LABORING SERVICES

Project Name

Project Number

113 E. COLLEGE AVE, SUITE 300

Street Address

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7/28/16*



City of Milton

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any City of Milton, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a City employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES

NO

NAME(S)

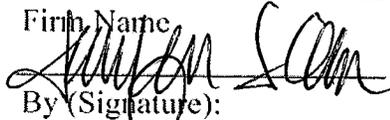
POSITION(S)

Liberty Partners of Tallahassee, LLC

Jennifer J. Green

Firm Name

By (Printed):
President

By (Signature):


Title
(850) 841-1726

113 E. College Ave., Ste. 300, Tallahassee, FL 32301

Phone No.

Address

E-Mail: office@libertypartnersfl.com

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7/28/16



City of Milton

DRUG-FREE WORKPLACE CERTIFICATE

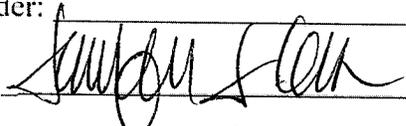
By signature on this certificate, the Bidder certifies that the provisions of the "Drug-Free Workplace Act" will be complied with in full. The Bidder further certifies that:

1. A drug-free workplace will be provided for the Bidder's employees during the performance of the contract; and
2. Each contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (contractor's name), (subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract."

By signature on this certificate, the Bidder further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Liberty Partners of Tallahassee, LLC

Bidder: _____

By: 

Name Printed: Jennifer J. Green

Title: President

Date: 7/21/16

P.O. Box 909 • 6738 Dixon Street • Milton, Florida 32572 • (850) 983-5400 • Fax (850) 983-5415

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C:\Users\jmeafferty\Documents\PURCHASING INFORMATION\Forms\Contract and Bid Forms\DRUG FREE WORKPLACE 2015.docx

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City of Milton

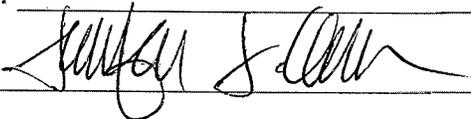
Prompt Payment Affidavit

THIS AFFIDAVIT IS TO ACCOMPANY THE PROPOSAL, when specified.

Florida Statutes (218.735) requires:

When a Contractor receives payment from a local government entity for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, the Contractor shall remit payment due to those subcontractors and suppliers within 10 days after the contractor's receipt of payment. When a subcontractor receives payment from a Contractor for labor, services, or materials furnished by the subcontractors and suppliers hired by the subcontractor, the subcontractor shall remit payment due to those subcontractors and suppliers within 7 days after the subcontractor's receipt of payment. Notherin herein shall prohibit a Contractor or subcontractor from disputing, pursuant to the terms of the relevant contract, all or any portion of a payment alleged to be due to another party if the Contractor or subcontractor notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute. The Contractor or subcontractor must pay all undisputed amounts due within the time limits imposed by this section.

Firm Name: Liberty Partners of Tallahassee, LLC

Signature: 

Title: President

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