

ST. CLOUD CITY COUNCIL SPECIAL MEETING
Thursday, October 23, 2025
St. Cloud Community Center
3101 17th Street
3:00 PM
AGENDA

I. Call to Order

II. Roll Call

- ◆ Mayor Chris Robertson
- ◆ Deputy Mayor Ken Gilbert
- ◆ Council Member Jennifer A. Paul
- ◆ Council Member Kolby Urban
- ◆ Council Member Shawn Fletcher

III. Council Action

1. Resolution No. 2025-155R, a resolution of the City Council of the City of St. Cloud, approving an Interlocal Agreement with the City of St. Cloud, Osceola County, the City of Kissimmee, the Osceola County School Board and Osceola Legislative Effort, Inc. for the acquisition of lobbyist services to promote, represent and protect those interests which collectively affect and impact the interests of the parties and authorizing the Mayor to execute the agreement and providing an effective date.

COST: \$30,000 City Contribution.

This item is to approve an Interlocal Agreement with the City of St. Cloud, Osceola County, the City of Kissimmee, the Osceola County School Board and Osceola Legislative Effort, Inc. for the acquisition of lobbyist services.

IV. Adjournment

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, such person will need a record of the proceedings and that, for such purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, and which record is not provided by the City of St. Cloud. (FS 286.0105) In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the Secretary/Clerk of the Committee/Board (listed below), with a written request at least 48 hours prior to the meeting. (FS 286.26) City Clerk Ivy Llauro, 1300 9th Street, St. Cloud, FL. Phone 407-957-7300

RESOLUTION NUMBER 2025- 155R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF ST. CLOUD, OSCEOLA COUNTY, THE CITY OF KISSIMMEE, THE OSCEOLA COUNTY SCHOOL BOARD AND OSCEOLA LEGISLATIVE EFFORT, INC. FOR THE ACQUISITION OF LOBBYIST SERVICES TO PROMOTE, REPRESENT AND PROTECT THOSE INTERESTS WHICH COLLECTIVELY AFFECT AND IMPACT THE INTERESTS OF THE PARTIES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, as follows:

SECTION I. The City Council of the City of St. Cloud does further approve and authorizes the Mayor to execute the Interlocal Agreement between the City of St. Cloud, Osceola County, the City of Kissimmee, the Osceola County School Board and Osceola Legislative Effort, Inc. related to lobbying services as set forth in Exhibit “A” attached hereto.

SECTION II. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida, on the __ day of October 2025.

CITY OF ST. CLOUD

ATTEST:

Mayor, Christian B. Robertson

City Clerk, Ivy Llauro

LEGAL IN FORM AND VALID IF ADOPTED:
DE BEAUBEIN, SIMMONS, KNIGHT, MANTZARIS & NEAL, LLP

Daniel F. Mantzaris, City Attorney

AGREEMENT

This is an agreement between Osceola County (hereinafter referred to as "COUNTY"), the City of St. Cloud (hereinafter referred to as "ST. CLOUD"), the City of Kissimmee (hereinafter referred to as "KISSIMMEE"), the School Board of Osceola County, Florida (hereinafter referred to as "SCHOOL BOARD"), and Osceola Legislative Effort, Inc., a Florida not-for-profit corporation, (hereinafter referred to as "OLE"), for the acquisition of lobbyist services to promote, represent and protect those interests which collectively affect and impact the interests of the County, Cities and the School Board.

WITNESSETH:

WHEREAS each year there are legislative issues which affect the collective interests of the COUNTY, ST. CLOUD, KISSIMMEE, and the SCHOOL BOARD; and

WHEREAS these collective interests would be better served with a unified voice and joint lobbying effort representing the interests of these parties as a whole; and

WHEREAS such unified joint representation would promote efficiency and provide for a large, more positive and more productive impact on those concerns and issues relating to these parties as a collective unit; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions contained herein, and for other good and valuable consideration provided by each party hereto, the parties agree as follows:

1. The recitals in the "WHEREAS" clauses are incorporated into and become part of this Agreement.
2. The term of this Agreement is from October 1, 2025 through September 30, 2027, to be approved and executed by all parties.
3. OLE agrees to acquire and retain professional lobbyist services to promote, represent and protect those interests that collectively affect the COUNTY, ST. CLOUD, KISSIMMEE, and the SCHOOL BOARD. The services to be contracted for shall include, but will not be limited to, the following:
 - a. Monitor legislation of interest to the represented parties herein; and
 - b. Advance the issues in the legislative program constructed for the parties represented herein, working to refine that legislation through the development of amendments as warranted and necessary; and
 - c. Assist in the development of strategies relating to the collective legislative concerns of the parties represented herein; and

- d. As needed, lobby the Governor, staff and state agencies on behalf of represented parties herein; and
 - e. As needed, lobby the federal executive and legislative branches, and their staff, on behalf of represented parties herein; and
 - f. Provide advice as to how the represented parties may obtain and maximize returns collectively received from the state Legislature or federal government based on the intricacies of the legislative process; and
 - g. Use all best efforts to coordinate funding, legislation and policy related activities with legislative bodies and interests; and
 - h. Use all best efforts to secure appropriate authorizations and funding from legislative bodies to implement projects for the collective benefit of the parties as stated above; and
 - i. Maintain direct and frequent contact with legislative members representing the interests of the parties as stated above, and inform the governing bodies of each of the represented parties as to the need to participate directly in the legislative process, such as through testimony in committee meetings or through conversations with members of the parties' legislative delegation or other members of the legislature; and
 - j. Advocate the collective interests of the aforementioned parties during the legislative process; and
 - k. Keep the parties apprised of the status of legislation on a regular basis by frequent telephone conversations with each of the represented parties, as well as with the members of the respective governing bodies and staff, and maintain such contact in writing as appropriate; and
 - l. Deliver a written final report within 60 days of the conclusion of the state legislative session on the outcome of the issues in the parties' collective legislative program and, within the same time period if requested, provide a presentation regarding same to each of the respective governing bodies; and
 - m. Present an annual budget by December 15 of each year during the term of this Agreement.
4. OLE shall select lobbyist(s) with the necessary expertise and background for the issues to be addressed. Said lobbyist(s) shall agree in writing, that the lobbyist(s) will not lobby before any of the entities, its elected officials or staff on behalf of any third party or lobby against any interests of the entities to this Agreement for a period of two (2) years after completion

of representation. Provided, however, that the restriction herein may be waived or limited by any of the parties hereto. Further, the lobbyist(s) shall comply with all applicable state and federal laws and regulations governing lobbying. The contract with the lobbyist(s) shall be in writing.

5. The Board of Directors of OLE shall meet as soon as conveniently possible after the execution of the Agreement to collectively submit and discuss those issues of primary focus as previously agreed upon by their respective governing bodies. At such times, the Board shall create and formally adopt a list of issues and instructions for the engaged lobbyist(s) to pursue during the immediate legislative session. Notwithstanding any term contained in the bylaws to the contrary, the approval of a list of issues and instructions as contemplated herein shall require the unanimous approval of the Board of Directors.
6. The parties herein agree that the fees for acquiring and retaining the services of the lobbyist(s) subject to this Agreement shall not exceed a total amount of TWO HUNDRED TEN THOUSAND DOLLARS AND 00/100 (\$210,000.00), and that payment for same shall be remitted to OLE in the following manner:
 - a. The COUNTY of Osceola shall pay no more than EIGHTY THOUSAND AND 00/100 DOLLARS (\$80,000.00) PER YEAR; and
 - b. The SCHOOL BOARD shall pay no more than SIXTY THOUSAND AND 00/100 DOLLARS (\$60,000.00) PER YEAR; and
 - c. KISSIMMEE shall pay no more than FORTY THOUSAND AND 00/100 (\$40,000.00) PER YEAR; and
 - d. ST. CLOUD shall pay no more than THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00) PER YEAR; and
 - e. The parties further agree that payment, as outlined above, shall be submitted by the respective parties to OLE in four (4) equal payments as follows:
 - 1) first year first payment within forty-five (45) days of the date of execution of this Agreement.
 - 2) first year second payment on or before February 1, 2026.
 - 3) second year first payment on or before October 1, 2026.
 - 4) second year second payment on or before February 1, 2027.

Notwithstanding the foregoing, no Party shall be obligated to pay any portion of its contribution hereunder, until such time as that Party has budgeted or otherwise approved the funding of its contribution.

7. In the event one governmental entity elects to withdraw from the Agreement, said entity shall provide thirty (30) days prior written notice to each party of this Agreement.
8. This Agreement may be terminated at any time, by mutual and complete agreement between all parties hereto, or by thirty (30) days prior written notice to each party of this Agreement. Any funds not expended by OLE shall be returned to the parties on a prorated basis.
9. This Agreement shall not be assigned by any party without prior written consent of the other parties.
10. All notices and/or reports required under this Agreement shall be delivered by United States mail, overnight express, or hand delivery to the following offices.

For Osceola County:

County Manager
1 Courthouse Square, Ste. 4700
Kissimmee, FL 34741

County Attorney
1 Courthouse Square, Ste. 4200
Kissimmee, FL 34741

For St. Cloud:

City
Manager
City Hall
1300 Ninth Street
St. Cloud, FL 34769

City Attorney
City Hall
1300 Ninth Street
St. Cloud, FL. 34769

For the School Board:

Office of the Superintendent
817 Bill Beck Blvd., Building 1000
Kissimmee, FL 34744

School Board Attorney Sarah Wallestein Koren, Esquire
817 Bill Beck Blvd., Building 1000
Kissimmee, FL 34744

For Kissimmee:

City Manager
City Hall
101 Church Street
Kissimmee, FL 34741

City Attorney
City Hall
101 Church Street
Kissimmee, FL 34741

For OLE

Osceola Legislative Effort, Inc.
1425 E. Vine Street
Kissimmee, FL 34744

11. This Agreement shall be governed by, and construed under, the laws of the State of Florida. Except for a suit in Federal court, venue for all suits to enforce this Agreement shall be in Osceola County, Florida. Any legal proceedings arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Osceola County, Florida, or, if appropriate, the United States District Court for the Middle District of Florida, Orlando Division.
12. OLE agrees to indemnify, defend, and hold harmless the COUNTY, ST. CLOUD, KISSIMMEE, AND THE SCHOOL BOARD from any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suit proceedings, actions and costs of actions, including attorney's fees, at the trial, appellate and administrative levels, of any kind and nature, arising directly or indirectly from or out of any negligent act or omission of OLE arising out of or in any way connected with the performance of this Agreement by OLE, or because of or due to the existence of this Agreement itself.
13. Nothing herein is intended to serve, nor shall it be construed, as a waiver, express or implied, sovereign immunity by any party, agency, or political subdivision to which sovereign immunity is applicable. Further, without limitation, nothing herein modifies the rights of the parties and the limits of liability set forth in Section 768.28 Florida Statutes.
14. The parties agree that no action may be commenced or maintained unless all conditions precedent pursuant to this Agreement or set forth by law have been satisfied by the complaining party. The parties agree that non-binding mediation should be attempted prior to filing suit. All parties shall be responsible for their own attorney's fees and costs.

15. In the performance of this Agreement, OLE shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. For purposes of this Agreement, books, records, and accounts shall refer to all information, materials and data of every kind and character, including hard copy and computer-readable data, where applicable, and shall include, without limitations, documents, recordings, agreements, contracts, commitments, arrangements, notes, journals, diaries, reports, receipts, memoranda, correspondence, written policies and procedures, expense records, and any other documents and sources of information that may in the parties' judgement have any bearing on or pertain to any matters, rights, duties or obligations under or covered by this Agreement. Throughout the term of this Agreement, books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by any authorized representative of the COUNTY, ST. CLOUD, KISSIMMEE and the SCHOOL BOARD, and shall be retained by OLE for a period of five (5) years after termination or completion of the Agreement or until the full audit is complete, whichever comes first. The COUNTY, ST. CLOUD, KISSIMMEE, and the SCHOOL BOARD shall retain the right to audit the books during the five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The COUNTY, ST. CLOUD, KISSIMMEE, and the SCHOOL BOARD also have the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether OLE has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY, ST. CLOUD, KISSIMMEE and the SCHOOL BOARD. The COUNTY, ST. CLOUD, KISSIMMEE, and the SCHOOL BOARD have the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination. If OLE received notifications of a dispute or the commencement of litigation or other proceeding regarding any services performed under this Agreement within this five (5) year period, then OLE shall continue to maintain all books, records, and accounts in accordance with this paragraph until final resolution of the dispute, litigation, or other proceeding.

16. Public Records Act/Chapter 119 Requirements

IF OLE 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, 817 BILL BECK BOULEVARD, KISSIMMEE, FLORIDA 34744, PHONE: (407) 870-4600, EMAIL: PUBLICRECORDS@OSCEOLASCHOOLS.NET.

OLE understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If OLE will act on behalf of the PARTIES, as provided under section 119.011(2), Florida Statutes, OLE, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records by the PARTIES to perform the service.
2. Upon request from the PARTIES' custodian of public records, provide the PARTIES with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if OLE does not transfer the records to the PARTIES.
4. Upon completion of the contract, transfer, at no cost, to the PARTIES all public records in possession of OLE or keep and maintain public records required by the PARTIES to perform the service. If OLE transfers all public records to the PARTIES upon completion of the contract, OLE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If OLE keeps and maintains public records upon completion of the contract, OLE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the PARTIES, upon request from the PARTIES' custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.
- S. If OLE does not comply with a public records request, the PARTIES shall enforce the contract provisions in accordance with the Agreement.
17. There are no third-party beneficiaries created or entitled by this Agreement, and only the specific parties hereto shall have any rights or standing to enforce this Agreement or any provision thereof.
18. The parties to this Agreement hereby expressly waive and forego all rights to trial by jury to the fullest extent allowed by law.
19. This Agreement sets forth the entire Agreement between the parties. There are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be modified, superseded or otherwise altered except by prior written agreement duly executed by all the parties.
20. If any item or provision of this Agreement, or the applications thereof to any persons or circumstances shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms and provisions shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
21. All Board of Directors meetings shall be held in accordance with the Florida Statutes 286.
22. This Agreement may be executed in five (5) original counterparts to expedite its implementation and effective date.

(Signature Pages to Follow)

IN WITNESS WHEREOF, the COUNTY, ST. CLOUD, KISSIMMEE, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through authorized representatives, on the respective dates set forth below.

**OSCEOLA COUNTY
COUNTY MANAGER**

BY: _____
Don Fisher, Osceola County Manager

ATTEST: _____
Deputy Clerk

Date: _____

IN WITNESS WHEREOF, the COUNTY, ST. CLOUD, KISSIMMEE, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through authorized representatives, on the respective dates set forth below.

CITY OF ST. CLOUD

BY: _____
Veronica Miller, City Manager

ATTEST: _____
City Clerk

Date: _____

Approved as to form and legality

City Attorney

IN WITNESS WHEREOF, the COUNTY, ST. CLOUD, KISSIMMEE, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through authorized representatives, on the respective dates set forth below.

CITY OF KISSIMMEE

BY: _____
Mike Steigerwald, City Manager

ATTEST: _____
City Clerk

Date: _____

Approved as to form and legality

City Attorney

IN WITNESS WHEREOF, the COUNTY, ST. CLOUD, KISSIMMEE, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through authorized representatives, on the respective dates set forth below.

THE SCHOOL BAORD OF OSCEOLA COUNTY, FLORIDA

BY: _____
Superintendent Dr. Mark Shanoff

ATTEST: _____
School Board Clerk

Date: _____

Approved as to form and legality

School Board Attorney