

**CITY OF GAINESVILLE
AGREEMENT FOR STATE OF FLORIDA LOBBYING AND
ADVOCACY SERVICES**

This AGREEMENT ("Agreement") made and entered into this 6th day of December, 2012 between the CITY OF GAINESVILLE, ("CITY"), and WILLIAM J. PEEBLES, P.A., ("CONTRACTOR").

WHEREAS, CITY is desirous of utilizing CONTRACTOR to provide and manage most of the State of Florida Lobbying and Advocacy Services for the City of Gainesville; and

WHEREAS CONTRACTOR is willing and capable of performing such services

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein CITY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide State of Florida lobbying and advocacy services, to include assistance in securing legislation that will enable the City of Gainesville to meet its goals and funding needs and to reduce/avoid incidences of unfunded mandates. The CONTRACTOR will provide services as provided for in the following enumerated Specifications and Documents ("Contract Documents"), which are referenced hereto and made a part hereof as if fully contained herein:

- ⇒ City of Gainesville Request for Proposal CMGR-130015-FB, dated August 15, 2012.
- ⇒ Proposal of William J. Peebles, P.A., dated September 7, 2012.

In the event of conflict, the order of precedence from high to low shall be this Agreement, RFP CMGR-13—15-FB, and the proposal of William J. Peebles, P.A.

II. TERM

The term of this AGREEMENT shall be from December 1, 2012 through November 30, 2013, and, upon satisfactory performance, may include two (2) additional one (1) year renewals.

III. COMPENSATION/PAYMENT

CONTRACTOR shall be paid \$60,000 over the term of this AGREEMENT. This amount shall be billed monthly as follows: \$2,500.00 to the City Manager and \$2,500.00 to the General Manager. Approved travel costs shall be billed monthly by the CONTRACTOR and shall not exceed three (3) percent of the annual retainer of \$60,000.

IV. DEFAULT

Failure to perform any responsibility under this AGREEMENT shall place the non-performing party in default. Upon written notice by the non-defaulting party, the party in default shall have ten (10) days to correct the default. If the default is not corrected, this AGREEMENT may be terminated at the option of the non-defaulting party.

V. TERMINATION

Either party may terminate the contract without cause upon thirty (30) days prior written notice to the other party. In the event of termination, CONTRACTOR will be compensated for services rendered up to and including the day of termination.

VI. INDEPENDENT CONTRACTOR

CONTRACTOR shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of this AGREEMENT.

VII. INDEMNIFICATION

CONTRACTOR shall indemnify and save harmless the CITY, its officers, agents, and employees, from and against any and all liability, claims, demand, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the contract whether by act of omission or negligence of the CONTRACTOR, its agents, servants, employees or others, or because of or due to the mere existence of the AGREEMENT between the parties.

VII. SOVEREIGN IMMUNITY

Nothing in this AGREEMENT shall be interpreted as a waiver of the CITY'S sovereign immunity.

IX. VALIDITY

If any provision of this AGREEMENT is contrary to, prohibited by, or deemed invalid under applicable law, rules or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, and shall not invalidate the remaining provisions of this AGREEMENT.

X. COMPLIANCE WITH LAW

The AGREEMENT and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida. Venue is in the courts of Alachua County, Florida.

XI. CONTACT PERSONS

The parties hereto designate the following persons to be contacted regarding the performance of this Agreement:

CITY

Mr. Russ Blackburn
City Manager
City of Gainesville
Station 6
P.O. Box 490
Gainesville, FL 32602
(352) 334-5010

CONTRACTOR

Mr. William Peebles
Owner
William J. Peebles, P.A.
PO Box 10930
Tallahassee, FL 32301
(850) 681-7271

GAINESVILLE REGIONAL UTILITIES

Mr. Robert Hunzinger
General Manager
Station A-134
P.O. Box 147117
Gainesville, FL 32614
(352) 334-3400

XII. ENTIRE AGREEMENT

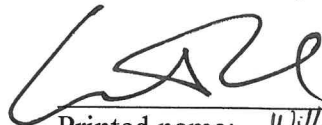
This AGREEMENT, with its attachments, constitutes the entire agreement between the CITY and CONTRACTOR. Any modifications, amendments or alterations shall be in writing and executed by both parties prior to becoming effective.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

CITY OF GAINESVILLE

William J. Peebles, P.A.


Russ Blackburn
City Manager


Printed name: William J. Peebles
Title: Principal

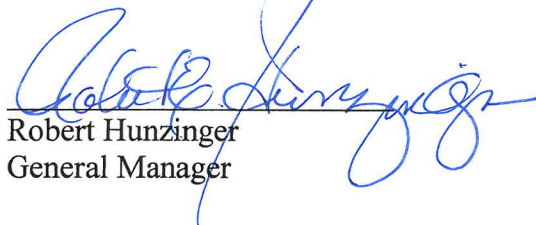
WITNESS:

WITNESS


Karen E. Pruss


Amy Hardlee

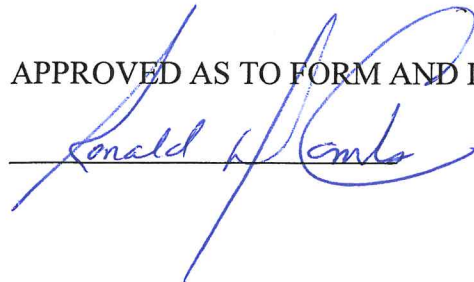
GAINESVILLE REGIONAL UTILITIES


Robert Hunzinger
General Manager

WITNESS:


Rita Strathern

APPROVED AS TO FORM AND LEGALITY:


Ronald J. Combs

**FIRST EXTENSION TO THE CONTRACT FOR
CITY OF GAINESVILLE AGREEMENT FOR STATE OF FLORIDA LOBBYING AND
ADVOCACY SERVICES**

THIS EXTENSION is entered into this day of , 2013 by THE CITY OF GAINESVILLE, FLORIDA, a municipal corporation (“CITY”), and WILLIAM J. PEEBLES, P.A., (“CONTRACTOR”).

WHEREAS, the CITY and CONTRACTOR have previously entered into an agreement for State of Florida Lobbying and Advocacy Services for the City of Gainesville dated December 6, 2012 and

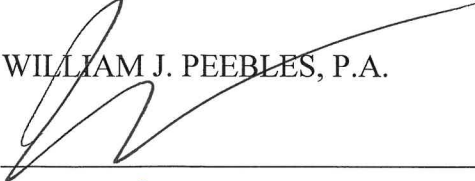
WHEREAS, the CITY and CONTRACTOR desire to extend the term of the agreement through November 30, 2014;

NOW, THEREFORE, the parties agree as follows:

1. CONTRACTOR will continue to provide the services described in the agreement dated December 6, 2012, during the period of December 1, 2013, through November 30, 2014, subject to the same terms and conditions.
2. Florida has a very broad public records law. By entering into this Contract with the CITY, the CONTRACTOR acknowledges that it will comply with the Florida Public Records Act (Chapter 119, Florida Statutes). In complying with the Florida Public Records Act, the CONTRACTOR shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;
 - b. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided by law;
 - c. Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 - d. Meet all requirements for retaining public records and transfer to the CITY, at no cost, all public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of this Contract between the CITY and the CONTRACTOR. The City may pursue all remedies for breach of this Contract.

- 3. All terms and conditions of the contract shall remain in full force and effect.
- 4. This extension, when executed, together with the original contract dated December 6, 2012, constitute the entire contract between the parties.

WILLIAM J. PEEBLES, P.A.


Title: Principal

WITNESS



Title: Administrative Assistant

CITY OF GAINESVILLE

WITNESS



Russ Blackburn
 City Manager




Title: Administrative Asst

GAINESVILLE REGIONAL UTILITIES

WITNESS

 11/26/13

Kathy Viehe,
 Interim General Manager



Title: Administrative Asst.

APPROVED AS TO FORM AND LEGALITY

By: 
 City Attorney