

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

This AGREEMENT ("Agreement") made and entered into this _____ day of _____, 2016 between the CITY OF GAINESVILLE, ("CITY"), and William J. Peebles with Peebles & Smith, Inc. ("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 WORK

The City intends to obtain State Lobbying Services and contract with one professional firm that is believed to bring the most expertise and knowledge to the issues, needs and concerns of municipal governing. Given the many legislative issues currently impacting the City of Gainesville, ethical, professional, and experienced lobbying is sought to encourage responsive and responsible decision making with emphasis at the State, County, and City levels.

Monitor, identify, and prioritize legislation and opportunities for the City with respect to issues under consideration by the State Legislature, State departments and agencies, and the Governor's office for potential impact to the City and, in the event that action is needed, advise the City.

Lobby the Florida Legislature and executive branch of State government, joint legislative committees, State agencies or departments, administrative offices, as well as other State organizations as necessary to pursue funding of the City's legislative objectives. Make efforts to pursue funding and/or efforts to pass, stop, or amend legislation as desired by the City through face-to-face, electronic, and written communications with appropriate persons. From time-to-time, the City will direct the lobbyist to pursue funding opportunities for specific projects that are deemed to be in the best interest of the City and reflect the City's priorities.

Maintain contact with key State Representatives and Senators on behalf of the City.

Advocate for the City and the City's positions on issues with the Governor, State Legislature, Alachua County Legislative Delegation, as well as, key members of the State departments or agencies, or other state-level entities in support of the City's goals, priorities, programs, activities and proposals.

Attend and represent the City before the Florida Legislature during scheduled, extended, or special legislative sessions and meetings.

Attend and represent the City's interest before any State executive branch, department, body, and/or other entity that could be of benefit to the City's interests.

Complete in a timely fashion all forms and reports required of the lobbyist by the State of Florida and other applicable jurisdictions.

Provide reports no less than weekly during the legislative sessions and monthly reports during non-session months to the City on all legislation being tracked. During the legislative session, more frequent reports may be provided on specific bills identified by the lobbyist as having a direct impact of the City. All such reports shall be sent electronically.

At the end of the Legislative Session, prepare a final report, including final status of the City's priorities and a summary of the impact of major legislative changes to the City.

Provide timely telephone and/or email updates with designated City staff on significant City objectives as appropriate.

Attend meetings or work sessions of the City Council of the City and meetings with City staff as reasonably requested.

Promptly respond to all requests and guidance by the City Manager of the City, or Intergovernmental Affairs Coordinator.

Notify the City when the lobbyist's representation of other clients conflicts with or adversely affects the City's position on a particular legislative or appropriation matter.

The activities of the lobbyist on behalf of the City shall at all times be conducted in accordance with the highest ethical and professional standards, in strict compliance with all applicable laws and regulations.

Perform other duties as may be periodically required by the City.

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, to bring it into alignment with the 2016-2017 Fiscal Year, shall be from December 1, 2016 through September 30, 2017, unless sooner terminated as provided herein.

III. COMPENSATION/PAYMENT

CONTRACTOR shall be paid \$50,000 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 total contract amount of \$50,000.

a. 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.

b. 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.

c. 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.

d. 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.

IV. SOVEREIGN IMMUNITY

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

a. 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.

b. 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.

c. CONTACT PERSONS

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

CITY

Mr. Anthony Lyons
City Manager
City of Gainesville
Station 6
PO Box 490
Gainesville, FL
32627
(352) 334-5010

CONTRACTOR

Mr. William J. Peebles
Principal
Peebles & Smith, Inc.
PO Box 10930
Tallahassee, FL
32301
(850) 681-7383

GAINESVILLE REGIONAL UTILITIES

Mr. Ed Bielarski
General Manager
Station A-134
PO Box 147117
Gainesville, FL
32614
(352) 334-3400

V. ENTIRE AGREEMENT

This AGREEMENT, with its attachments, constitutes the entire agreement between the CITY and CONTRACTOR, and any other agreements on the subject, specifically including the October 1, 2015 Agreement for State of Florida Lobbying and Advocacy Services, are hereby superseded. 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

PEEBLES & SMITH, INC.

Anthony Lyons
City Manager

Printed Name: _____
Title: _____

WITNESS:

WITNESS:

GAINESVILLE REGIONAL UTILITIES

Ed Bielarski
General Manager

WITNESS:

APPROVED TO FORM AND LEGALITY:

City Attorney