

AGREEMENT FOR STATE OF FLORIDA LOBBYING SERVICES

This **AGREEMENT** ("Agreement") is made and entered into this _____ day of _____, 2017 between the CITY OF GAINESVILLE ("CITY"), Peebles, Smith & Matthews, Inc. ("CONSULTANT").

WHEREAS, the CITY desires to utilize CONSULTANT as a special lobbyist in connection with matters concerning the CITY on behalf of its General Government and its Utility, Gainesville Regional Utilities (Utility"), collectively "CITY"; and

WHEREAS CONSULTANT is qualified and otherwise able to perform the lobbying services required by the CITY;

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

I. TERM

The term of this AGREEMENT shall commence on October 1, 2017 and run through September 30, 2018, unless sooner terminated as provided herein.

II. SCOPE OF WORK

CONSULTANT shall perform the services described below.

STATE LEGISLATIVE PROGRAM

Develop a state legislative program for the CITY to include consultation, advocacy, communications and logistical services.

CONSULTATION

1. Identify state grant funding opportunities on an ongoing basis and provide designated CITY staff with agency meetings, letters of support or other recommendations to enhance their efforts in the competitive proposal process.
2. Review on a continuing basis all existing and proposed state policies, programs and legislation, identifying those issues that may affect the CITY or its citizens and regularly informing the CITY as to the above.
3. Review the legislative and state agency policy statements adopted by the Florida League of Cities, and other local government lobbying groups for the purpose of identifying issues which may either positively or negatively affect the CITY.
4. Monitor and track CITY issues of interest, litigation, administrative hearings and proceedings, rule challenges, and representation of the CITY specifically in a regulatory context are outside the scope of this Agreement.

5. Assist the Mayor, City Commissioners and City staff in the coordination and development of the CITY's state legislative, agency, and executive branch programs.
6. Coordinate with designated CITY staff to develop the CITY's state legislative program.
7. Upon request, coordinate, and attend, appointments and meetings between the Mayor, designated representatives of the CITY, or other CITY staff and appropriate state officials and/or Delegation members.

ADVOCACY

1. Attend Legislative sessions, committee hearings and meetings; attending agency hearings and meetings; providing high-level consultation for and assisting with the identification of state grant funding opportunities; and providing appropriate status reports on all issues activities.
2. Participate in state organization lobbying efforts and campaigns when priority concerns of the CITY are at stake.
3. Maximize relationships with the State Legislative Delegation, state agency departments, other key members of the House of Representatives, Senate, Committee Chairs and professional Committee staff.
4. Facilitate briefings and lobbying/advocacy strategies for the CITY's concerns with the State Legislative Delegation (vote counts, delegation letters in support of the CITY's grants and projects, and orchestrated congressional calls to executive agencies in support of grants).
5. Maximize the CITY's membership in Florida-based interest groups and associations, such as the Florida League of Cities, so the CITY priorities and positions are clearly understood, reinforced, and advanced within state organization agendas.
6. Develop and evaluate strategy for the support, defeat, or amendment of pending state legislation or agency policy initiatives.
7. Appear and testify before legislative committees and state agencies, as required, in order to promote and seek passage of legislation or agency policies affecting in accordance with the CITY's program(s).

COMMUNICATIONS

When the Florida Legislature is in Session:

1. Maintain regular weekly contact with the CITY's General Government Intergovernmental Affairs Coordinator, the Utility's Government Relations Liaison Affairs Liaison or other designated CITY staff via email, conference calls or video conference on

day-to-day activity.

2. Directly notify the Mayor, City Manager, and other City staff as directed on information that may be impose critical deadlines and impact the CITY.

3. Request from the CITY will be met in a reasonable amount of time to meet critical deadlines.

4. Provide conference calls, with the Mayor, elected officials, City Manager, General Manger, department directors or other designated City employee, as scheduled.

5. Provide weekly written reports on the status of legislation and state policy issues of concern to designated CITY staff. Such reports shall be in memo format and include personal briefings and information bulletins pertinent to any legislation, rules, regulations, and state policies or programs that affect the CITY and its citizens, either directly or indirectly.

6. Provide a monthly memo style written report detailing action taken during the month, status of issues, and anticipated action during the upcoming month.

7. Provide a detailed final report on specific legislation or policies affecting the CITY. The report shall be provided within a reasonable time period, not to exceed 30 days, after the close of each Legislative session.

When the Florida Legislature is not in Session:

1. Provide bi-weekly oral and monthly memo-style written briefings on a schedule determined in consultation with CITY officials.

2. Provide a minimum of four comprehensive briefing sessions annually. More frequent reports will be provided on demand, when necessary; and interim written reports providing an overview on congressional and federal actions taken and a decision memorandum on those issues requiring immediate action.

3. Provide regular legislative reports on all state programs and legislation of most concern to the CITY, including specific impact analysis. These reports are intended especially to provide Gainesville-specific information, well beyond that available to the CITY through general or state newsletters. These reports are intended to provide information the CITY can utilize for more effective short-term grant and program planning and development purposes.

4. Provide targeted information on state policy and regulatory actions of the state government, which may directly affect the CITY, including potential plans on the Governor's administration and executive agencies for new grant competitions +or programs.

5. Inform the relevant City staff, in a timely manner, of potential conflicts that arise between your representation of the CITY and any other individual or organization centered

around an item on the CITY's legislative priorities.

LOGISTICAL SUPPORT

1. Provide the CITY, the Mayor, City Manager, General Manager elected officials and designated staff with logistical support in Tallahassee. Such support will include: 1) coordinating and scheduling strategic appointments or negotiation sessions; and 2) attending sessions, agency, legislative and lobbying meetings when appropriate.

2. Provide the City with a consultant with both congressional and executive agency experience and backgrounds involving both political parties to represent and advance the CITY's objectives.

III. COMPENSATION

The CITY agrees to compensate CONSULTANT the monthly amount of \$6,000.00 which is due and owing the first day of each month during the term of this Agreement. The amount shall be billed monthly as follows: \$3,000.00 to the City Manager, and \$3,000.00 to the General Manager, for a combined maximum amount of \$72,000.00 for the CITY for the term of the Agreement. Approved travel costs shall be billed monthly by the CONSULTANT and shall not exceed three (3) percent of the total contract amount of \$72,000.00

An original invoice plus one copy are due within fifteen (15) days of the end of the month, except the final invoice must be received no later than sixty (60) days after the Agreement expires. The CITY shall promptly make payments to CONSULTANT in accordance with Chapter 218, Part VII, Florida Statutes, at CONSULTANT's address in Section IX. All billing records and amounts paid by the CITY to CONSULTANT pursuant to this Agreement shall be subject to audit by CITY.

IV. PERSONAL SERVICES AGREEMENT

The duties and obligations undertaken by Peebles, Smith and Matthews, Inc. pursuant to this Agreement are personal in nature and, except as noted under "LOGISTICAL SUPPORT" for the CITY and UTILITY, shall not be delegated or assigned. Should these duties and obligations be delegated or assigned to another employee of Peebles, Smith & Matthews, Inc., CITY shall be entitled to terminate this Agreement as provided in paragraph IX below.

V. CONFLICT OF INTEREST

CONSULTANT is aware of the conflict of interest laws of the State of Florida and agrees to fully comply in all respects with the terms of said laws and any amendments thereto. CONSULTANT hereby declares and certifies that to their knowledge, CONSULTANT has no vested interest which might be considered a conflict of interest due to any other client, or property interest. CONSULTANT represents that they will not represent any client that is a named participant in litigation with the CITY without prior consent of the

CITY.

VI. REGISTRATION

CONSULTANT at all times during the term of this Agreement shall maintain such registration as required by law to perform the services provided herein.

VII. EQUAL OPPORTUNITY PLEDGE

CONSULTANT will not discriminate against any employee or job applicant because of his or her race, gender, color, religion, age, disability, sexual orientation, gender identity, or national origin. CONSULTANT will ensure that nondiscrimination shall apply to, but not be limited to, employment, job upgrading; job recruitment; layoff; termination; pay rates and other compensation; and selection for training and apprenticeship programs.

VIII. NOTICES

All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid to:

CITY:

Anthony Lyons
City Manager
PO Box 490, Station 6
Gainesville, FL 32627-0490

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

CONSULTANT:

Peebles, Smith & Matthews, Inc.
William Peebles, Principal
P.O. Box 10930
Tallahassee, FL 32301

Or to such other address as the party shall have specified by notice in writing to the other.

IX. TERMINATION

TERMINATION FOR DELEGATION OR REASSIGNMENT OF DUTIES: This Agreement may be terminated by the CITY in the event that Peebles, Smith and Matthews Inc. delegates or assigns Peebles, Smith & Mathews, Inc.'s obligations regarding the CITY to another person or entity upon thirty (30) days prior written notice. The CONSULTANT will be compensated for services rendered up to and including the day of

termination on a pro rata basis.

TERMINATION FOR CAUSE: If through any cause within reasonable control of the CONSULTANT, the CONSULTANT shall fail to fulfill in a timely manner, or otherwise violates any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to terminate the Agreement. Prior to exercising its option to terminate for cause, the CITY shall notify the CONSULTANT of its violation of the particular terms of the Agreement and shall grant the CONSULTANT thirty (30) days to cure the default. If such default remains uncured after thirty (30) days, the CITY may terminate the Agreement by giving written notice to the CONSULTANT of such termination, which shall become effective upon receipt by the CONSULTANT of the written termination notice. The CITY shall compensate the CONSULTANT for all services performed by the CONSULTANT prior to termination.

TERMINATION FOR THE CONVENIENCE: The City may without cause and for its convenience, terminate the Agreement after providing sixty (60) days written notice of such intent to the CONSULTANT. Such termination shall become effective sixty (60) days from the date such written notice was issued. If the Agreement is terminated by the CITY as provided for this Section, the CITY shall compensate the CONSULTANT for all services actually performed by the CONSULTANT and for reasonable costs of the CONSULTANT for assembling and delivering to the CITY all finished or unfinished documents and other materials relevant to the CITY's and UTILITY's Agreement with the CONSULTANT.

X. ADDITIONAL PROVISIONS

1. No amendments to the Agreement shall be binding on either party unless in writing and signed by both parties.
2. CONSULTANT agrees to indemnify and hold harmless the CITY, its officers, agents and employees from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of the Agreement.
3. Nothing in this Agreement shall be interpreted as a waiver of the CITY's sovereign immunity as granted under Section 768.28, Florida Statutes.
4. CONSULTANT 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. Except as specifically noted in the Agreement, CONSULTANT shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONSULTANT in the full performance of the Agreement.
5. CONSULTANT shall maintain records sufficient to document completion of the scope of services established by the Agreement. These records shall be subject at all

reasonable time to review, inspect, copy and audit by persons duly authorized by the CITY. These records shall be kept for a minimum of three (3) years after termination of the Agreement. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Agreement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

6. Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the CITY, CONSULTANT must:

A. Keep and maintain public records required by the CITY to perform the service.

B. Upon request from the CITY's custodian of public records, provide the CITY 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 in Chapter 119, F.S., 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 for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the CITY.

D. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

The CONSULTANT shall promptly provide the CITY with a copy of any request to inspect or copy public records in possession of the CONSULTANT and shall promptly provide the CITY a copy of the CONSULTANT's response to each such request. Failure by the CONSULTANT to comply with this section, including failure to provide a public record upon request, is a breach of this Agreement and the CITY may immediately terminate this Agreement and may pursue all remedies for breach of this Agreement.

7. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof.


8. This Agreement and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida, except in regard to conflict of laws. In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings shall be in Alachua, County Florida.

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

CITY OF GAINESVILLE

CONSULTANT

Anthony Lyons
City Manager
Inc.



William Peebles
Peebles, Smith & Matthews,

WITNESS:

WITNESS:



GAINESVILLE REGIONAL UTILITIES

Ed Bielarski
General Manager

WITNESS:

APPROVED TO FORM AND LEGALITY:

City Attorney