

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

This AGREEMENT ("Agreement") made and entered into this 7th day of February, 2005 between the CITY OF GAINESVILLE, ("CITY"), and DOUG BRUCE & ASSOCIATES, ("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 to perform such services.

NOW, THEREFORE, 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, 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 CMGR050082-DH, dated November 24, 2004
- ⇒ Addendum # 1, dated November 29, 2004 (amended Minimum Requirements and amended Qualifications)
- ⇒ Proposal of Doug Bruce & Associates, dated December 15, 2004

In the event of conflict, the order of precedence from high to low shall be this Agreement, RFP CMGR050082-DH, Addendum # 1, and the proposal of Doug Bruce & Associates.

II. TERM

The term of this AGREEMENT shall be effective upon final execution and will continue for two years, subject to funding in subsequent fiscal years. At the end of the contract period, upon satisfactory performance, the City may at its option, negotiate and extend the contract for three additional one year periods.

III. COMPENSATION/PAYMENT

CONTRACTOR shall be paid in accordance with their price proposal as submitted in their proposal for services.

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 120 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 as 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, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of this AGREEMENT.

VII. INDEMNIFICATION

CONTRACTOR shall agree to indemnify and save harmless the CITY, its officers, agents, and employees, from and against any and all liability, claims, demands, 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.

VIII. SOVEREIGN IMMUNITY

Nothing in this AGREEMENT shall be interpreted as a waiver of the CITY'S sovereign immunity as granted under Section 768.28 Florida Statutes.

IX. VALIDITY

If any provision of this AGREEMENT is contrary to, prohibited by, or deemed invalid by 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	CONTRACTOR
Ms. Barbara Lipscomb Interim City Manager City of Gainesville Station 6 P.O. Box 490 Gainesville, FL 32602 (352) 334-5010	Mr. Doug Bruce Owner Doug Bruce & Associates P. O. Box 10855 Tallahassee, FL 32302 (850) 402-1900

XII. ENTIRE AGREEMENT

This AGREEMENT 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

Barbara Lipscomb
Barbara W. Lipscomb
Interim City Manager

DOUG BRUCE & ASSOCIATES

Doug Bruce
Printed name: Doug Bruce
Title: Owner

WITNESS:

WITNESS:

Julie Kay

APPROVED AS TO FORM AND LEGALITY
By: Dana L. Crosby
Dana L. Crosby, Asst. City Atty.
City of Gainesville, Florida