

**FIRST EXTENSION TO THE CONTRACT FOR
Doug Bruce & Associates**

THIS AGREEMENT is made and entered into this _____ day of March, 2007, by and between THE CITY OF GAINESVILLE, FLORIDA, a municipal corporation (hereinafter referred to as "CITY"), and Doug Bruce & Associates (hereinafter referred to as "CONTRACTOR")

WHEREAS, the CITY and CONTRACTOR have previously entered into an agreement for State of Florida Lobbying dated 2/7/05, and amended 4/10/06

WHEREAS, the CITY and CONTRACTOR desire to continue the agreement through, 2/28/08

NOW, THEREFORE, the parties hereto agree as follows:

1. CONTRACTOR will continue to provide the services described in the agreement dated 2/27/05, during the period of 3/1/07, through 2/28/08, subject to the same terms and conditions
2. This extension, when executed, together with the original contract, amendment dated 4/10/06 constitute the entire contract between the parties.

WITNESS:

DOUG BRUCE & ASSOCIATES

Title: _____

Title: _____

WITNESS:

CITY OF GAINESVILLE:

Title: _____

RUSS BLACKBURN, CITY MANAGER

This form Document No P06-0228 is a legal instrument approved by the City Attorney Any deviations from its intended use should be authorized by the City Attorney

FIRST AMENDMENT TO THE CONTRACT FOR
STATE OF FLORIDA LOBBYING AND ADVOCACY SERVICES

THIS AMENDMENT is entered into this _____ day of _____, 2006 by THE CITY OF GAINESVILLE, FLORIDA, a municipal corporation ("CITY"), and DOUG BRUCE & ASSOCIATES, ("CONTRACTOR")

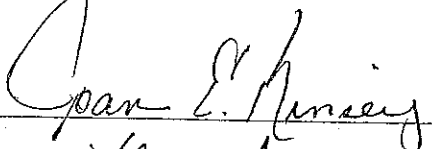
WHEREAS, the CITY and CONTRACTOR have previously entered into an agreement for STATE OF FLORIDA LOBBYING AND ADVOCACY SERVICES dated FEBRUARY 7, 2005 and

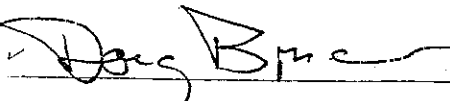
WHEREAS, the CITY and CONTRACTOR desire to amend the agreement;

NOW, THEREFORE, the parties agree as follows:

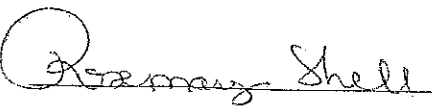
1. Amend Section III - Compensation/Payment - to amend price proposal section in the Lobbying Services Proposal; increase fee from \$30,000 annually to \$48,000 annually.
2. This amendment, when executed, together with the original contract, constitute the entire contract between the parties.

WITNESS:


Title: Office Manager


Title: Owner

WITNESS:


Title: Admin Asst

CITY OF GAINESVILLE:



**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

WITNESS:

DOUG BRUCE & ASSOCIATES

Doug Bruce
Printed name: Doug Bruce
Title: Owner

WITNESS:

Julie Kay

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

The City of Gainesville

State of Florida
Lobbying Services Proposal

RFP #CMGR050082-DH

December 15, 2004

Submitted by:
Doug Bruce & Associates

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Addendum #2

Technical Proposal

The 2005 Legislature will convene in Regular Session on March 8, 2005. Its primary function will be to develop a budget for the 2005-2006 fiscal year. This process is well underway.

The Governor's proposed budget will be delivered to the Legislature on January 18, 2005. The newly elected legislature has designated its leadership, has organized, and is presently conducting interim committee meetings. It has established a form for application and process for considering Community Budget Issue Requests (filing deadline is Friday, January 17, 2005). Communities are presenting priorities to their local legislative delegation in each of the sixty-seven counties.

The City of Gainesville must quickly establish its priorities and engage immediately to realize success in the 2005 Legislative Session.

Doug Bruce will meet with the appropriate City of Gainesville officials in the very near future to learn the legislative needs of the City. The City must prioritize the list of goals in terms of desirability to the City.

Doug Bruce will develop a strategy for realizing each of the stated goals. This will entail the length and breadth of legislative lobbying. For priority goals involving funding, the strategy will include:

- 1) Securing legislative sponsors for Community Budget Issue Requests
- 2) Working with (lobbying) the jurisdictional agency staff (Water Management District, Department of Environmental Protection, Department of Community Affairs, others)

- 3) Lobbying the appropriate committee chairs and staff
- 4) Lobbying rank and file committee members.
- 5) Lobbying the majority and minority leadership hierarchy in the House of Representatives and the Senate
- 6) Lobbying the Office of the Governor.
- 7) Identifying and coordinating third party support allies, both state and local level
- 8) Anticipate, and to the extent possible, negate or overcome opposition forces

Work must begin immediately to implement the lobbying strategies for the agreed upon priority projects

The City of Gainesville should be in position at the Alachua County Legislative Delegation Hearing on January 20, 2005, to name its top priorities. This will be a short list (three to five items), in priority order, and be well defined. Hopefully, progress will be made prior to the hearing. As stated previously, the deadline for legislators to file Community Budget Issue Requests is January 17, three days before the hearing.

Should the City's legislative priorities involve the introduction of legislation, there are scheduled deadlines for these as well. Requests for bills to be drafted for introduction must be made by February 8, 2005. Bills must be formally filed by the opening day of Session, March 8, 2005.

Additionally, Lobbying services for the City of Gainesville will also include diligently shielding the City from unfunded mandates or other proposals specifically deemed adverse to the interests of the City of Gainesville, and actively supporting of proposals favorable to the City.

Doug Bruce will monitor proposals as introduced, to determine which ones may impact the City. This will be done systematically using legislative notices, reporter services, and accessing a wealth of relationships with statewide advocacy groups and professional relationships personally accumulated over the past 33 years of involvement with the Florida Legislature.

Relevant proposals will be screened by the appropriate designated City representative to determine effects on the City. A strategy will then be devised to effectively engage the Legislature to convey the City's position and lobby an outcome consistent with the City's interests.

Information Services/Reporting

It is anticipated that upon identifying the City's Legislative priorities and strategies, and plans are in place to accomplish each, that an effective means be constructed to monitor activity, measure success, and communicate the progress of implementation to the City.

The City of Gainesville should designate an individual to serve as the primary conduit of information flowing to and from its lobbyist. Doug Bruce will provide periodic reports on action plans and progress with respect to the City's legislative program. Though there will be frequent telephone and e-mail communication, it is anticipated that Doug Bruce will provide weekly updates to the City on the progress of the legislative program. The monitoring of other proposals potentially affecting the City, adversely or positively, will be done as they are introduced. Matters which arise from this process, which the City finds to be of significant gravity, will be included in the Legislative Program and added to the list of items to be updated in the weekly report.

The weekly report will be done in a manner mutually agreed to by the City and Doug Bruce. It is anticipated that a written report will be personally presented to the Commission at the conclusion of the Legislative Session. Other personal appearances before the commission will be performed on an as needed basis

State Funding and Grant Strategies

There are a number of state and federal funding initiatives to assist local government with various infrastructure needs. They include grants and low interest loans for historical preservation, recreational projects, storm, drinking, and wastewater projects, among others. Each has its own application process and time line

Where applicable, these programs will be incorporated into the strategy for accompanying the City's priorities

Doug Bruce will solicit the support of the City's legislative delegation in addition to the support of local institutions and citizens. This support will conform to legal constraints unique to each in terms of procurement protocols. However, it generally will require the acquisition of letters of support and the personal involvement by individuals where applicable.

In the assessment and development of the City's lobbying program, it will be imperative to determine where we find ourselves in the various time lines of the project grants we wish to access

Price Proposal

Doug Bruce and Associates will agree to enter into a contract with the City of Gainesville to perform the enumerated services. The contract will be for a twelve-month term commencing on the date of retainment. A fee of \$30,000 will be paid in a manner

mutually agreed to for the prescribed services. Specific and direct travel and entertainment expenses attendant to the execution of the lobbying services will be reimbursed on a pre-approval basis

Qualifications

As the enclosed Resume demonstrates, Doug Bruce has been professionally involved with the Florida Legislature since October 1, 1971. Through a personal, hands-on approach he has gained a reputation of high credibility while attaining the legislative objectives of some of Florida's most notable interests

Doug Bruce is currently under contract to represent the following entities:

Rinker Materials 24 years
Scott Benyon, Vice President of Environmental
And Governmental Affairs
(561) 820-8344

The Haskell Company 6 Years
David Balz, Vice President of Educational Facility
(904) 791-4516
Pete Kinsley, Manager of Project Development, Water Division
(904) 357-4868

Miami River Commission 6 Years
Brett Bibeau, Managing Director
(305) 361-4850

Osceola Legislative Effort 5 Years
Tom Greer, School Board Member, District 4
(407) 870-4600

Progress Energy 5 years
Gary Roberts, Director of State Public Affairs
(850) 222-8738

The Florida Bar 4 Years
Steve Metz, Lobbyist Coordinator
(850) 205-9000

Wakulla County Commission
Maxie Lawhon, Wakulla County Commissioner
(850) 926-0919

4 Years

White Rock Quarries
Jim Hurley, Executive Vice President
(561) 793-2102

4 Years

Gold Coast Beverage
Eric Levin, General Manager
(305) 591-9800 ext 5139

3 Years

Miami City Redevelopment Agency
Frank Rollason, Executive Director
(305) 679-6800 ext 6802

3 Years

Florida Association of Community Colleges
Sandy Shugart, President, Valencia Community College
(407) 299-5000 ext 3250

1 Year

Example of Bills/Issues Lobbied During the Last Three Years:

The Haskell Company (2004) Applied for and secured from Southwest Florida Water Management District, a storm water planning grant for the City of Webster (\$145,000)

The Haskell Company (2004) Successfully lobbied wastewater project appropriations for the Cities of Chipley (\$1 million), Grand Ridge (\$750,000), Live Oak (\$750,000), and Webster, Florida (\$750,000)

Miami River Commission (2003) The Miami River Commission was created in 1997 to facilitate a coordinated effort involving Miami River Stakeholders culminating in the maintenance dredging of the River, a project initiated in 1971 by the late Congressman Claude Pepper. These stakeholders included Miami-Dade County, The City of Miami, adjacent landowners and businesses, environmental and community interests and developers. Over the ten years of representing the Commission, I have secured over \$6 million in appropriations from the legislature to help constitute the local match for the federal project being conducted by the U S. Army Corps of Engineers. Additionally, I have secured an annual appropriation (\$150,000-200,000) for administrative expenses of the Commission

For the last two years, I have secured these administrative dollars from the Southwest Florida Water Management District (SFWMD)

In 2003, the Commission was scheduled for repeal subject to legislative reenactment. I successfully lobbied an indefinite reenactment of the Commission through the Legislature.

On Wednesday, October 27, 2004, the dredging project was commenced.

Osceola Legislative Effort (2002 and 2003) Successfully lobbied "effort index" grant for facilities construction in extremely fast growing school districts (Osceola County). \$8.5 million in 2002 and \$2.7 million in 2003.

Rinker Materials/White Rock Quarries (2002) Successfully lobbied passage by the Legislature into law SB 782, 552.40 F.S. Administration remedy for alleged damage due to the use of explosives in conducting construction materials mining activities.

Wakulla County Commission (2002) Retained to lobby improvements (4-laning) of U.S. Highway 319 from Crawfordville to Tallahassee. Successfully lobbied grants from U.S. Congress (\$5 million) and the Florida Legislature (\$1.75 million) Transportation Outreach Program. These appropriations were made to a project, which, at the time was not on the Florida Department of Transportation Five Year Work Plan. Last year the project was officially added to the Department's five-year plan.

General Advocacy

Most of the projects on which Doug Bruce has been involved are multi-dimensional requiring close coordination and communication with the client, multiple regional, local, state, and federal agencies and policy makers. Doug Bruce has a proven record of working well with relevant entities in building consensus leading to realization of successful lobbying efforts.

Doug Bruce and Associates is an active member of the Northwest Florida League of Cities. Additionally, we coordinate effectively with the League's staff and lobbyists on matters of mutual interest, most noteworthy, Community Redevelopment initiatives.

Potential Conflicts of Interest

It is vital to the City of Gainesville, Doug Bruce and Associates, and its existing clients to thoroughly explore the question of potential conflicts of interest. It is my

practice to advise my clients of new representations so that potential conflicts of interest may be discovered. Without knowing the specific legislative agenda of the City of Gainesville, it is difficult to assess matters of potential conflict.

Currently, I anticipate being engaged to secure funding for the Miami River dredging project, the Osceola County School District, and water funding for a limited number of projects on behalf of The Haskell Company.

Heretofore, I have successfully sought funding projects for various clients simultaneously, without conflict.

Rinker Materials Corporation is currently in discussions with the City concerning clean up of a city-owned site previously leased to Rinker, which has vacated the property. I am confident this issue will be amicably resolved, but felt the matter should be disclosed.

DOUG BRUCE & ASSOCIATES

H. DOUGLAS BRUCE

Education:

1971 B.S. Degree, The Florida State University

Experience:

2000-present Owner, Doug Bruce & Associates.

Develop and execute legislative and executive branch lobbying strategies for clients of the firm. Current clients include: The Miami River Commission, The Haskell Company, The Florida Bar, Gold Coast Beverage Distributors, Osceola Legislative Effort, Wakulla County Commission, Progress Energy, Rinker Materials, Inc., White Rock Quarries and Miami Community Redevelopment Authority.

1993-2000 Senior Legislative Consultant, Carlton Fields Law Firm

Developed and executed legislative and executive branch lobbying strategies for clients of the firm. Clients represented during this period included: Rinker Materials, Inc., The Southland Corporation, Motorola, Inc., Miami River Commission, The Haskell Company, Cambridge Academies, ABB Daimler-Benz, The Villages of Lake Sumpter, Florida Electronics Association, Florida Veterinarian Association, First Union Bank and Toys 'R' Us

1979-1993 Partner, Plante, Bruce & Adams & Associates, Inc.

Developed and executed Florida legislative and executive branch lobbying strategies on behalf of clients. Clients represented during this period included: Rinker Materials, The Southland Corporation, Motorola, Inc., University of Florida Foundation, Manufacturers Hanover Trust Company, Humana Hospitals, Florida Power Corporation, The Florida Pest Control Association and Orange County.

1978-1979 Chief of Staff of the Florida Senate Minority Office.

Responsible to the Minority (Republican) Leader and Caucus Members. Coordinated legislative priorities of the Caucus, providing liaison services with the Majority Party leadership and staff. Assisted in staffing the 1978 Florida Constitution Revision Commission upon which members of the Senate served.

1974-1978 Vice President of Governmental Affairs, Associated Industries of Florida.

A trade association representing Florida Business. Responsible to Association President and membership. Prepared analytical documents and publications on primary issues of concern to the Association. Major issues of involvement included: business taxes, unemployment compensation, workers' compensation and economic development. Assisted in developing and executing lobbying strategy for legislative priorities.

1971-1974 Administrative Assistant to the Minority Leader, Florida House of Representatives.

Responsible to the Republican Leader and Caucus Members for individual and caucus legislative priorities. Duties included: analysis of various proposals and preparation of legislation and related amendments. Major issues of involvement included: congressional redistricting and legislative reapportionment, land use issues and prison reform.

Personal Information:

- Married to Dottie Roberts, children, Will (16 years) and Rachel (15 years).
- Active at Trinity United Methodist Church, volunteer work includes Tallahassee Parks and Recreation (Baseball and softball coach), Board of Directors, PACE Center for Girls, Licensed Foster Parent, Florida Department of Family and Children.
- Recreational interests include golf, walking, hunting, fishing, reading and sports.

CITY OF GAINESVILLE, FLORIDA

ADDENDUM NO. 1

Date: November 29, 2004

Bid Date: December 15, 2004
3:00 P M (Local Time)

Bid Name: Request for Proposals for State of Florida
Lobbying Services

Bid No : CMGR050082 DH

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1 Section II-Scope of Services, B MINIMUM REQUIREMENTS, first paragraph, (page 10) is modified as follows (words stricken are deletions):

Proposer should have a ~~minimum of 10 years of~~ lobbying experience and success in enactment of desired legislation or prevention of enactment of undesirable legislation in at least five of the last six years

2 Section III- PROPOSAL FORMAT, B QUALIFICATIONS/STATEMENT OF QUALIFICATIONS, first paragraph, (page 12) is modified as follows (words stricken are deletions):

Individual proposers should submit a resume, and corporate proposers should submit the resume of the one or two individuals who will be responsible for the City's lobbying efforts. Submit a complete list of client jurisdictions ~~with populations of 100,000 or more~~ and current contact information for those clients; for corporate proposers, submit only that client information relevant to the individual(s) who will be responsible for the City's lobbying efforts. For each client, indicate the length of the affiliation.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, and shall attach a copy of this Addendum to its proposal.

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein:

PROPOSER: _____

BY: _____

DATE: _____

ADD#1-1

CITY OF GAINESVILLE, FLORIDA

ADDENDUM NO. 2

Date: December 2, 2004

Bid Date: December 15, 2004
3:00 P M (Local Time)

Bid Name: Request for Proposals for State of Florida
Lobbying Services

Bid No : CMGR050082-DH

NOTE: This Addendum has been issued only to the holders of record of the specifications.
The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

BID DUE DATE

Correction to Bid Due Date noticed on Demandstar

The Bid Due Date noticed on Demandstar is January 10, 2005. This date is incorrect

The Bid Due Date is December 15, 2004

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No 2 by his or her signature below, and shall attach a copy of this Addendum to its proposal.

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein

PROPOSER:

BY:

DATE:

Doug Borica

12/14/04

STATE OF FLORIDA
COUNTY OF Leon

Sworn to (or affirmed) and subscribed before me on this 14th
day of December, 2004, by Hoyt Douglas Bruce

Patricia Taylor Rocco (Notary Signature)

Patricia Taylor Rocco (Printed Name of Notary)

Identification:

Florida Driver's License B625-324-49-361-0
Hoyt Douglas Bruce



Patricia Taylor Rocco
MY COMMISSION # DD140178 EXPIRES
August 20, 2006
BONDED THRU TROY FAIN INSURANCE, INC