

## **AGREEMENT FOR PROFESSIONAL FEDERAL LOBBYING SERVICES**

This AGREEMENT (“Agreement”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 between the CITY OF GAINESVILLE, (“CITY”), and MARILYN BERRY THOMPSON (“CONSULTANT”), of MWW Group, Inc., whose address is One Meadowlands Plaza, East Rutherford, New Jersey 07073.

WHEREAS, the CITY is desirous of retaining the services of CONSULTANT, currently with the firm of MWW Group, Inc., as a special lobbyist in Washington, D.C. in connection with matters concerning the City on behalf of its General Government and its Utility, Gainesville Regional Utilities (Utility”), collectively “City”; and

WHEREAS, the U.S. Congress is and will continue to be considering important legislation that could affect the CITY in areas of housing, economic redevelopment, taxation, revenue distribution, transportation, environment, utility regulation, telecommunications, homeland security and other areas and issues affecting the CITY; and

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

WHEREAS, the CITY and CONSULTANT have reached an agreement to provide said services for the term set forth herein.

NOW, THEREFORE, CITY AND CONSULTANT agree as follows:

### **I. TERM OF AGREEMENT**

The term of this Agreement shall commence as of October 1, 2014 and run through September 30, 2015, unless sooner terminated as provided herein.

### **II. SCOPE OF SERVICES**

The CONSULTANT will for the CITY:

#### **A. FEDERAL LEGISLATIVE PROGRAM**

- Implement the CITY’s annual Federal Legislative Program. The Program will be proposed by the CONSULTANT and approved by the CITY to coincide with each Congressional Session.

#### **B. INFORMATION SERVICES**

- Provide regular legislative reports on all federal programs and legislation of most concern to Gainesville, including specific impact analysis. These reports are intended

especially to provide Gainesville-specific information, information well beyond that available to the CITY through general or national newsletter. These reports are intended to provide information the CITY can utilize for more rational short-term grant and program planning and development purposes.

- Provide targeted information on federal policy and regulatory actions of the federal government, which may directly affect Gainesville, including potential plans on the Administration and executive agencies for new grant competitions or programs.
- Provide regular oral and written briefings on a schedule determined in consultation with CITY officials, with 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 attempting to provide the CITY with a decision memorandum on those issues requiring immediate action will be provided.

#### C. FEDERAL FUNDING AND GRANT STRATEGIES

- Develop a comprehensive plan to increase federal funding support to Gainesville. That plan would entail the identification of the highest priority grant programs and grant applications – those most needed, and/or those funding opportunities in which the CITY is most likely to receive support.
- Organize and orchestrate lobbying strategies to support high priority grant applications or projects, utilizing state and local support, Congressional and political support, and national interest groups, when appropriate.

#### D. GENERAL ADVOCACY

- Maximize relationships with the Florida Congressional Delegation, other key members of Congress, Committee Chairs and professional Committee staff.
- Facilitate briefings and lobbying/advocacy strategies for the CITY's concerns with the Florida Congressional 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).
- Maximize the CITY's membership in Washington-based interest groups and associations, such as the National League of Cities, so the CITY priorities and positions are clearly understood, reinforced, and advanced within national organization agendas.
- Participate actively in national organization lobbying efforts and campaigns when priority concerns of Gainesville are at stake.

#### E. LOGISTICAL SUPPORT

- The CONSULTANT will provide the CITY, the Mayor and senior elected and appointed officials with logistical support in Washington, D.C. or at national organization sessions involving critical federal-local issues. Such support will include appropriate assistance in scheduling and setting up of strategic appointments or negotiation sessions; providing in-town transportation, when possible and appropriate, and providing office and

meeting facilities and services (facilities, secretarial, conference, telephone, tele-facsimile, Internet access, copying) when in Washington, D.C.

- The CONSULTANT will provide the CITY with a “team” of the CONSULTANT’S Government Relations Professionals on which it can call with both Congressional and Executive Agency experience, and backgrounds involving both political parties experience which can be tapped to advance the CITY’S objectives. Research support is available and a Legislative Coordinator will track the full range of legislation that may affect the CITY, positively or negatively.

#### F. SPECIAL SERVICES FOR GAINESVILLE REGIONAL UTILITIES

- Provide both general and specific legislative monitoring and advocacy services as needed by the UTILITY and as outlined below.
- Clearly legislative advocacy and, the protection and advancement of the UTILITY represents the heart of the services to be provided. A critical strategic component is the development of a stronger, broader, and deeper set of relationships both within the Florida Congressional Delegation and potentially beyond Florida. The CONSULTANT’S objective will be to both ensure the effective advancement of the UTILITY’S specific agenda and to assist the UTILITY in protecting and advancing the role of “public power” working with the UTILITY’S professional association and utilizing the contacts referenced.

- **LEGISLATIVE ADVOCACY**

In the current legislative climate, there are a number of issues upon which action has been, or is about to be taken, that will have direct ramifications on the UTILITY. The issues the CONSULTANT has identified at this point can be broken out into six categories, which may overlap within a specific piece of proposed legislation. These issues include: energy supply and delivery policy, climate change policy, rail regulatory relief, equitable treatment for municipal utilities with regard to renewable and other production tax credits, vigilance with regard to the telecommunication policy, and water and urban infrastructure. The American Public Power Association (APPA) and Florida Municipal Electric Association (FMEA) are important conduits for becoming aware of emerging legislative proposals to assist the CONSULTANT.

#### *Energy Supply and Delivery Policy*

The Energy Policy Act of 2005 enacted a number of changes whose ramifications have yet to be fully implemented. There are a number of issues pending with regard to the assignment of transmission regulation to FERC, incentives for nuclear licensing, new federal powers for obtaining transmission line corridors and Liquefied Natural Gas (LNG) facilities, and the creation of electrical markets which may be implemented through additional legislation.

### *Climate Change Policy*

There are a number of proposals pending that seek to address greenhouse gas emissions, with a wide range of carbon curtailment strategies, ranging from cap and trade, taxation, and renewable energy portfolio standards. As a community that has promoted energy efficiency for a number of years, it is particularly important that whatever regulations emerge, the UTILITY's achievement made to date and the UTILITY's current relative efficiency of energy use are given due consideration. It is critically important that the UTILITY's investment in biomass energy is protected through the permanent, carbon-neutral treatment of biomass fuel by the Environmental Protection Agency's Green House Gas Tailoring Rule or any other federal legislation that might be enacted.

### *Rail Regulatory Relief*

The UTILITY is what is termed a "captive shipper" rail delivery of critical fuel supplies. The rail industry in America is unique among other "deregulated" industries in its exemption from anti-trust regulation, the lack of requirement to allow access to their networks to competitive carriers, and the burden of proof placed upon applicants for rate relief. A number of industry associations are attempting to address these concerns through legislative means.

### *Renewable and other Production Tax Credits*

Many of the incentives for renewable energy and energy efficiency investments are not available to tax-exempt municipal utilities. The exceptions to this rule are the provisions for Clean Renewable Energy Bonds (CREBs) financing (with transferable tax credits), and renewable energy production incentive payments (REPI). Both programs have been under-funded in previous years and it is in the CITY's and its UTILITY's best interest that these be continued and expanded.

### *Telecommunication Policy*

Although the Telecommunications Act of 1996 opened the regional Bell operating companies' networks to competition, there have been continued efforts to protect the interests of incumbents at the detriment of newcomers to the various markets, especially municipal market entrants. Constant vigilance must be maintained on these issues given the UTILITY's extensive investments in the field.

### *Water and Urban Infrastructure*

Another item of interest of the UTILITY will be legislation dealing with water and urban infrastructure. In almost every Session of Congress, a number of pieces of legislation that authorize funds for water and urban infrastructure are introduced and subsequently passed, due to the need of the Federal government to provide a constant funding stream for the ever present and always ongoing myriad of projects that are

either creating new or upgrading existing infrastructure. Furthermore, there may be interest in Superfund Reform, the transport of interstate waste, clean air quality and others whose regulatory changes may adversely affect the UTILITY.

- RELATIONSHIP BUILDING

As a publically owned utility, Gainesville Regional Utilities will, undoubtedly be affected by legislation related to those and many other issues. Therefore, the CONSULTANT will use her established ties to the Florida Delegation to advocate the needs of the UTILITY in Washington, D.C.

The CONSULTANT will interact with these Members, among others, on a constant basis in order to keep the UTILITY's interests in the forefront of their minds. Further, the UTILITY will work with other "public power" interest groups so that we are an integral part of the coalition of public power representation in Washington, D.C.

Working with these entities, the CONSULTANT will strongly contend to ensure that any legislation passed gives the UTILITY the best possible scenario to effectively provide cost-effective and affordable services to the CITY's and UTILITY's community.

In addition to providing the UTILITY all of the aforementioned services, the CONSULTANT will also be tasked with helping to establish a presence among the members of the Florida Delegation, in order to supplement its growing role within the public power advocacy community in Washington, D.C.

- LOGISTICAL SUPPORT

The CONSULTANT will provide the UTILITY a "team" of the CONSULTANT's Government Relations Professionals on which it can call with both Congressional and Executive Agency Experience , and backgrounds involving both political parties. This team will provide research support and a legislative Coordinator to track the full range of legislation that may affect the UTILITY, positively or negatively. The team will also provide the UTILITY with logistical support in Washington, D.C. or at national organizational sessions involving critical federal-local issues. Such support will include appropriate assistance in scheduling and setting up of strategic appointments or negation sessions; providing in-town transportation, when possible and appropriate, and providing office and meeting facilities and services (facilities, secretarial, conference, telephone tele-facsimile, Internet access, copying) when in Washington, D.C.

### **III. FEES AND EXPENSES**

The CITY agrees to compensate CONSULTANT for services actually performed and completed pursuant to this Agreement at a rate of \$395.00 per hour up to a maximum amount not-to-exceed one hundred thirteen thousand dollars (\$113,000) for the CITY's General Government, and a maximum amount not-to-exceed thirty thousand dollars (\$30,000) for Gainesville Regional Utilities, for a combined maximum amount not-to-exceed one hundred forty three thousand dollars (\$143,000) for the CITY. The foregoing rate includes all expenses of CONSULTANT. CONSULTANT shall submit monthly invoices to the CITY at the appropriate address listed in Section IX, below, which invoices shall identify the services performed, the total hours of work performed, and the individuals performing the work during the applicable monthly period. 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 Marilyn Berry Thompson of MWW Group, 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 MWW Group, Inc., CITY shall be entitled to terminate this Agreement as provided in paragraph X below.

### **V. CONFLICT OF INTEREST**

CONSULTANT is aware of the conflict of interest laws of the United States and 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 her 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 she 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, creed color, age, disability, sexual orientation, or national origin. CONSULTANT will ensure that nondiscrimination shall apply to, but not be limited to, the following: Employment, Job Upgrading; Job Recruitment; Layoff; Termination; Pay Rates and other Compensation; and selection for Training and Apprenticeship Programs.

## **VIII. WAIVERS, AMENDMENTS and CLAUSES**

No amendments to the Agreement shall be binding on either party unless in writing and signed by both parties.

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.

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

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.

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.

If the CONSULTANT is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONSULTANT shall:

- a. Keep and maintain all public records, as defined in Section 119.011(12), Florida Statutes, that ordinarily and necessarily would be required by the City; and

- 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; and
- 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 in possession of the CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from 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.

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.

#### **IX. 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:

<b>If to the City:</b>	City Manager PO Box 490, Station 6 Gainesville, FL 32627-0490	Copy to:	City Attorney PO Box 490, Station 46 Gainesville, FL 32627-0490
<b>If to the Utility:</b>	Governmental Relations PO Box 147117, Station A-123 Gainesville, FL 32614-7117	Copy to:	Utilities Attorney PO Box 147117, Station A-138 Gainesville, FL 32614-7117
<b>If to Consultant:</b>	Marilyn Berry Thompson One Meadowlands Plaza East Rutherford, NJ 07073		

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

#### **X. CAUSES FOR TERMINATION**

TERMINATION FOR DELEGATION OR REASSIGNMENT OF DUTIES: This Agreement may be terminated by the CITY in the event that MWW Group, Inc., delegates or assigns Marilyn Berry Thompson's obligations



regarding the CITY to another person or entity upon thirty (30) days prior written notice provided to the CONSULTANT will be compensated for services rendered up to and including the day of termination on a pro rate 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 material to this Agreement, the CITY shall thereupon have the right to terminate the services then remaining to be performed. 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 OF CITY: The City may without cause and for its convenience, terminate the services then remaining to be performed 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 and services performed by the CONSULTANT.

TERMINATION FOR THE CONVENIENCE OF THE CONSULTANT: The CONSULTANT may, without cause and for its convenience, terminate the services then remaining to be performed after providing sixty (60) days written notice of such intent to the CITY. Such termination shall become effective sixty (60) days from the date such written notice was issued. If the Agreement is terminated by the CONSULTANT as provided for in 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 furnished or unfurnished documents and other materials relevant to the CITY'S and UTILITY's Agreement with the CONSULTANT and services performed by the CONSULTANT.

#### **XI. ENTIRE AGREEMENT**

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

#### **XII. APPLICABLE LAW**

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 the AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF GAINESVILLE

\_\_\_\_\_  
Russ Blackburn, City Manager

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Kathy Viehe, Interim General Manager for Utilities

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Marilyn Berry Thompson, MWW Group, Inc.

\_\_\_\_\_  
Attest

Approved as to form and legality:

\_\_\_\_\_