

**AGREEMENT FOR STATE AND FEDERAL GOVERNMENTAL REPRESENTATION  
CONTRACT NO. 4896**

THIS AGREEMENT is made and entered into this 12/15/2020, by the CITY OF TALLAHASSEE, a Florida municipal corporation, hereinafter referred to as the "City," and GRAYROBINSON, P.A., hereinafter referred to as the "Legislative Consultant."

**WITNESSETH**

WHEREAS, the City, recognizing the need to maximize its opportunities before the legislative and executive branches of the federal government, Florida Legislature, State of Florida administrative agencies, and the Florida Governor and Cabinet, deems it in the best interests of its citizens to obtain experienced and knowledgeable professional representation at the state level in Tallahassee, Florida, and elsewhere involving matters of state and federal law, policy, legislation, funding; and,

WHEREAS, the City has determined that the Legislative Consultant possesses the requisite background and experience to effectively provide the City with such professional services.

NOW, THEREFORE, the City and the Legislative Consultant in consideration for the mutual performance of the conditions contained herein, do agree as follows:

1. The Legislative Consultant shall have the following responsibilities related to the City's legislative program:
  - a. Assist the City Commission and City staff in the coordination and development of the City's federal and state legislative, agency, and executive branch programs.
  - b. Work with City Departments preparing appropriation requests.
  - c. Inform relevant City Manager's Office staff, in a timely manner, of potential conflicts that arise between your representation of the City of Tallahassee and any other

individual or organization centered around an item on the City of Tallahassee's legislative priorities.

- d. Inform relevant City Manager's Office staff of any relevant meetings or events for staff or elected officials to attend pertinent to the City's legislative agenda.
- e. During the U.S. Congressional and Florida Legislative sessions, maintain daily contact and report at least weekly on the status of, appropriation requests, any legislation, and matters of concern to the City. Such reports may include personal briefings and information bulletins pertinent to any federal and state legislation, rules, regulations, policies, or programs that affect the City and its citizens either directly or indirectly. Such reports should also be specifically tailored to the legislative agenda of the City of Tallahassee. A report shall be submitted at the end of each business week detailing legislative action taken during the week, status of appropriation requests and legislative items, and anticipated action during the upcoming week. A final report which summarizes the status of the City's legislative priorities shall be provided within one week of the closing of the session. A more detailed follow up report on specific legislation affecting the City shall be provided within a reasonable time period, not to exceed 60 days after the close of the session.
- f. Review on a continuing basis all existing and proposed Federal and State policies, programs, and legislation, and regularly inform on identified items that may affect the City and/or its citizens.
- g. Review the legislative policy statements adopted by the U.S. Conference of Mayors, National League of Cities, National Association of Counties, International Cities and Counties Management Association, Florida League of Cities, Florida Association of Counties, and the policy statements of other local government lobbying groups for

the purpose of identifying items which may either positively or negatively affect the City.

- h. Monitor federal and state legislative committee meetings, federal and state agency hearings and meetings prior to and during the regular and special session(s) at which specific items delineated within the City's legislative and executive programs are scheduled, as well as other items which may arise that affect the City.
- i. Provide periodic written reports, at least monthly, when the U.S. Congress and the Florida legislature are not in session, and weekly during session, on matters of interest or concern to the City. Such information may include action taken at interim committee meetings, status of studies underway, and advance notice of legislation being proposed.
- j. Track progress on studies that may positively or negatively affect the City or its citizens and regularly inform the City.
- k. Provide access to consultant's tracking system, if available, to view City of Tallahassee's bill tracking list.
- l. Work with the City Manager's Office in coordinating with the City Commission and federal and state legislative delegations in developing special or general legislation in keeping with, or supportive of, the City's legislative program.
- m. Develop and evaluate strategy for the support, defeat, or amendment of pending legislation.
- n. Testify and lobby before the Florida Legislature, Governor, Cabinet, Committees, and Federal agencies as necessary on behalf of the City, during the annual legislative sessions, extended or special sessions, and at legislative committee meetings and

meetings of the Leon County federal and state legislative delegations to advance the City's legislative program.

- o. Upon request, coordinate appointments/meetings between the City Manager, City Commission or City staff, and appropriate members of U.S. Congress, federal and Florida state officials and legislators.
  - p. Attend U.S. congressional and Florida state legislative committee hearings and meetings, or legislative agency meetings on behalf of the City.
  - q. Assist the City Manager's office with securing reimbursement funds from the Federal Emergency Management Agency as necessary.
  - r. Identify grant opportunities on an early and ongoing basis and assist City Manager's Office or designated City staff with their efforts to put forward competitive applications.
  - s. Provide quarterly updates on when a grant and funding opportunities will be announced or made available
2. The City agrees to pay the Legislative Consultant for the performance of the services listed herein in an amount not to exceed a total payment to the Legislative Consultant of Fifty Thousand Dollars (\$50,000) for the period commencing November 1, 2020, and ending October 31, 2023, inclusive of costs and expenses, with the opportunity for three subsequent one-year extensions of the contract. The Legislative Consultant will bill the City monthly, at the end of each month, based on a proration of the total fee. Out-of-town travel expenses will be reimbursed only if pre-approved.
3. Services shall be rendered by the Legislative Consultant under this Agreement only with the prior approval of the City Manager, or his designee, and all communications and correspondence shall be directed through the City Manager, or his designee.

4. The Legislative Consultant acknowledges that it is part of a team consisting of other Legislative Consultants and other City personnel and further acknowledges that responsibilities for various tasks will be assigned by the City, and may be changed by the City, during the term of the Agreement in order to achieve the results desired by the City.
5. The parties hereto reserve the right, subject to mutual agreement, to modify the terms and conditions of this Agreement as necessary and as evidenced by a written formal executed amendment to the Agreement.
6. The Legislative Consultant shall devote reasonable and sufficient time to representation of the City to achieve satisfactory results. The City recognizes that the Legislative Consultant is not a full-time employee of the City and may have other clients for legislative representation.
7. In the event that either party determines that there is a potential conflict of interest between the City and another client of the Legislative Consultant, the parties will meet to attempt to resolve the conflict. If a resolution satisfactory to the City cannot be reached, the City shall have the right to terminate this Agreement immediately and without prior written notice to the Legislative Consultant. In the event of such termination, the parties shall make such adjustments in payments as are equitable and acceptable to both parties.
8. Either party may terminate this Agreement by giving sixty (60) days' written notice to the other party. Notice shall be provided to the City Manager, on behalf of the City, and to Kirk Pepper, representative and point of contact of GRAYROBINSON, P.A.
9. The Legislative Consultant shall indemnify and save harmless the City, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or asserted against, or incurred by, the City, including without limitation attorney's fees and costs of litigation, to the extent that the same arise out of or are caused by any act or omission of the consultant, its subcontractors, or by the employees, officers, directors, or agents of the consultant or its subcontractors. In suits against the City arising out of this Agreement, the City may defend itself or allow the

Legislative Consultant to provide the defense but the City shall retain the right to control all such defenses.


10. This Contract shall consist of this Contract, the City's RFP No. 086-20-RT and associated addenda, and the Legislative Consultant's Proposal in response to the City's RFP, with the following order of precedence:


- a. Contract No. 4896 and any amendments
- b. RFP 086-20-RT
- c. Proposal or response to RFP 086-20-RT.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals as the day and year first above written.

CITY OF TALLAHASSEE:

GRAYROBINSON, P.A.


By:   
By: Raoul Lavin (Dec 7, 2020 10:32 EST)  
Reese Goad, City Manager

By:   
By: J Kirk Peppee  
Title: Senior Director of Government Affairs

Attest:

  
James O. Cooke, IV, City Treasurer-Clerk

Approved as to form:

  
Cassandra K. Jackson, City Attorney

