

ASSIGNMENT

THIS ASSIGNMENT is made by Peebles, Smith & Matthews Inc., Post Office Box 10930, Tallahassee, Florida 32302 (“**Assigning Party**”) and Gray Robinson, P.A., 301 South Bronough Street, Suite 600, Tallahassee, Florida 32301, (“**Assuming Party**”), and duly accepted by the City of Mount Dora, 510 N. Baker Street, Mount Dora Florida 32757 (hereinafter referred to as “**City**”) as evidenced by the signatures affixed below.

WITNESSETH

WHEREAS, on July 31, 2018, the Assigning Party entered into a Professional Services Agreement with the City, related to RFP #18-CM-013, which was amended through Amendment 1 on October 5, 2021; (“**Agreement**”); and

WHEREAS, as of January 1, 2022, the Assuming Party acquired the Assigning Party;

WHEREAS, the Assigning Party desires to assign all of its rights and obligations under said Agreement to the Assuming Party; and

WHEREAS, the Assuming Party desires to accept all of the rights and obligations under said Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged. The parties hereto agree as follows:

1. The Assigning Party does hereby grant, pledge, assign and transfer any and all of its right, title, interest and obligations, in and to the Agreement, to the Assuming Party.
2. The Assuming Party does hereby agree to be bound by and accept all right, title, interest, obligation and responsibility as set forth in the Agreement.
3. The Assuming Party does hereby agree to the following as an amendment to the Agreement:

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the CITY without regard to any notice otherwise required herein. In the event the CITY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the CITY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

4. It is declared to be the intent of the parties hereto that, if any section, sentence, clause, phrase, or portion of this Assignment, is for any reason held invalid or unconstitutional, by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.
5. This Assignment shall be governed by the laws of the State of Florida, both procedural and substantive, along with any applicable Federal statutes, rules and/or regulations. The venue for any and all litigation, arising under this Assignment, shall lie in Lake County, Florida.
6. The Assigning Party and the Assuming Party hereby represent that they have not entered into any other Agreements which would, in any way, conflict with the terms and conditions hereof or their ability to fully comply with any of the requirements set forth herein.

IN WITNESS WHEREOF, this Assignment is hereby made effective this 1st day of February, 2022.

PEEBLES, SMITH & MATTHEWS, INC.
(Assigning Party)

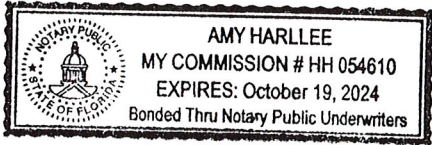
By: *BA*

Print: *Ryan Matthews*

Title: *owner*

STATE OF FLORIDA
COUNTY OF *Leon*

The foregoing instrument was acknowledged before me by means of physical presence or online notarization of *Ryan Matthews*, as *Principal Owner*, of *Peebles, Smith & Matthews*, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this *18th* day of *January*, 2022.



(stamp)

Amy Harllee
NOTARY PUBLIC, State of Florida

GRAY ROBINSON, P.A.

(Assuming Party)

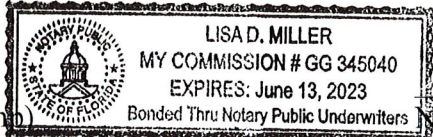
By: [Signature]

Print: Roy Dean Cannon Jr.

Title: President & CEO

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence or online notarization of ROY DEAN CANNON, as PRESIDENT & CEO, of GRAY ROBINSON, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 18th day of JANUARY, 2022.



(stamp) [Signature]
NOTARY PUBLIC, State of Florida

THIS ASSIGNMENT is hereby accepted by the City, this 1st day of February, 2022.

CITY OF MOUNT DORA

[Signature]

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

[Signature]
JESSICA BURNHAM
CITY CLERK

For the use and reliance of City of Mount Dora only.
Approved as to form and legal sufficiency.

[Signature]
Sherry G. Sutphen, City Attorney

RESOLUTION NO. 2018-92

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING A CONTRACT WITH PEBBLES, SMITH & MATTHEWS, INC. TO PROVIDE STATE OF FLORIDA LOBBYING SERVICES, INCLUDING GENERAL GOVERNMENT AND MOUNT DORA REGIONAL UTILITIES; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT IN ACCORDANCE WITH SOUND PROCUREMENT PRACTICES AND PRINCIPLES UPON ACCEPTANCE OF OPTION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora is desirous to obtain State of Florida Lobbying Services for the period beginning October 1, 2018 and ending three (3) years thereafter with two (2) additional optional one (1) year renewals.

WHEREAS, the City of Mount Dora received one response to a formal solicitation for such services, and

WEREAS, the City of Mount Dora wishes to exercise one of three options pursuant to the Purchasing Policy Manual adopted on September 21, 2017; and

WHEREAS, the City Council of the Mount Dora must determine which option best serves the interests of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of Option A, B or C. The City Council of the City of Mount Dora hereby approves Option A: execute the Agreement with Peebles, Smith & Matthews, Inc. to provide State of Florida Lobbying Services, as proposed in Exhibit #1; Option B: Negotiate an acceptable contract with Peebles, Smith & Matthews, Inc.; or Option C: Reject the proposal submitted by Peebles, Smith & Matthews, Inc. and resolicit (re-bid) for the necessary services.

SECTION 3. Future Implementing Actions. The City Manager is hereby granted authority to take any and all necessary administrative actions that may be necessary, appropriate and to implement the actions taken in this Resolution to include, but not be limited to, directing the City Clerk, as her employee, to attest to and approve such documents as may be presented to her by the City Manager as executed by the Mayor.

SECTION 4. Savings Provision. All prior actions of the City of Mount Dora pertaining to utility land acquisition services as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

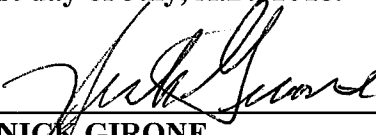
SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney may be corrected.

SECTION 6. Conflicts. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any section or portions of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 31st day of July, A.D., 2018.



NICK GIRONE
MAYOR of the City of Mount Dora, Florida

ATTEST:



GWEN KEOUGH JOHNS, MMC
CITY CLERK

For the use and reliance of City of Mount Dora
only.
Approved as to form and legality.



William Colbert or Jennifer Cockcroft
City Attorney

EXHIBIT #1

**PROFESSIONAL SERVICES AGREEMENT
STATE OF FLORIDA LOBBYING SERVICES
Request for Proposals (RFP) #18-CM-013**

THIS AGREEMENT is made and entered into this 31st day of July, 2018, by and between Peebles, Smith & Matthews, Inc., duly authorized to conduct business in the State of Florida and whose address is, hereinafter, called "LEGISLATIVE CONSULTANT and the **CITY OF MOUNT DORA**, a political subdivision of the State of Florida, whose address is 510 North Baker Street, Mount Dora, FL 32757, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposals (RFP #18-CM-013), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from the LEGISLATIVE CONSULTANT, constitute the entire Agreement between the CITY and LEGISLATIVE CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for a period of up to five (5) years from the date of award.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the LEGISLATIVE CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the LEGISLATIVE CONSULTANT will invoice the City monthly based upon the LEGISLATIVE CONSULTANT'S estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Gwen Johns, City Clerk
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757
(352)735-7126

For Legislative Consultant:
John W. Smith, Principal (Name, Title)
Peebles, Smith & Matthews, Inc. (Company)
PO Box 10930 (Address)
Tallahassee, FL 32302 (City, State, Zip)
(850) 681-7383 (Phone)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in Lake County, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

SECTION 8. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND LEGISLATIVE CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect the LEGISLATIVE CONSULTANT'S duties and obligations hereunder.

SECTION 12. PUBLIC RECORDS NOTICE.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CITY CLERK:

**GWEN JOHNS, 510 NORTH BAKER STREET
MOUNT DORA, FL 32757, (352) 735-7126,
JOHNSG@CITYOFMOUNTDORA.COM.**

Firm agrees to comply with public records laws, specifically to:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter 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 Legislative Consultant does not transfer the records to the public agency.

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

SECTION 13. CITY STANDARD TERMS/POLICIES/PROCEDURES.

All standard City of Mount Dora policies procedures and standard contract provisions shall apply to this RFP and its provisions contained therein, and to the extent of any conflict, the City's standard terms and conditions will supersede. These standard terms can be found on the City's website at: <http://ci.mount-dora.fl.us/DocumentCenter/View/3564>.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by City.

CITY OF MOUNT DORA

Nick Girone
Nick Girone, Mayor

Attest:

Gwen Keough-Johns
Gwen Keough-Johns, City Clerk

Date: _____

Approved as to form & legality as to
City of Mount Dora only.

J. Cockcroft
City Attorney
By: *J. Cockcroft, BCS*

LEGISLATIVE CONSULTANT

Peebles, Smith & Matthews, Inc.

By John W. Smith

John W. Smith

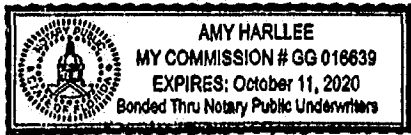
As: Principal

Date: 5/31/18

State of Florida
City of Tallahassee

SUBSCRIBED AND SWORN to before me this 31st day of May, 2018, by
John W. Smith, who is personally known to me to be the
Principal for the Firm, OR who produced the following
identification: _____.

STAMP OR SEAL:



Amy Harlee
Notary Public, State of Florida
My Commission Expires: Oct. 11, 2020

- Attachments: **A. RFP #18-CM-013**
- B. Firm Response to RFP**
- C. Scope of Services**

PROPOSAL PRICING FORM
RFP#18-CM-013
STATE OF FLORIDA LOBBYING SERVICES

Therefore, the undersigned, Hereinafter called "Proposer" hereby certifies that he/she has familiarized himself/herself with the extent of the work, and having examined carefully the scope of services herein, proposed for STATE OF FLORIDA LOBBYING SERVICES.

DESCRIPTION	Annual Lump Sum (in numbers)
Lobbying Services	\$ 42,000.00

Total Proposal Price in Words: Forty-two Thousand Dollars

Company Name: Peebles, Smith & Matthews, Inc.

Address: PO Box 10930, Tallahassee, FL 32302

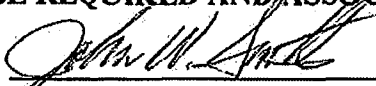
Telephone Number: (850) 681-7383

Email Address: john@psmfl.net

Company Authorized Representative Name: John W. Smith

Signature/Date:  05/30/18

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.


 Authorized Signature

John W. Smith, Principal
 Printed Name & Title

Peebles, Smith & Matthews, Inc.
 Company

05/30/18
 Date

PO Box 10930
 Address

Tallahassee, FL 32302
 City, State, Zip Code

(850) 681-7383
 Telephone No.

(850) 681-7271
 Fax No.

**AMENDMENT 1 TO THE AGREEMENT BETWEEN
THE CITY OF MOUNT DORA AND PEBBLES, SMITH & MATTHEWS, INC.**

THIS AMENDMENT made by and between the and the City of Mount Dora Florida, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as CITY and Peebles, Smith & Matthews, Inc., P.O. Box 10930, Tallahassee, Florida 32302, hereinafter referred to as CONSULTANT, as evidenced by the signatures affixed below.

WITNESSETH:

WHEREAS, on July 31, 2018, the CITY executed an Agreement with CONSULTANT for State of Florida lobbying services, hereinafter referred to as Agreement; and

WHEREAS, although the Agreement set forth that the Term shall be for a period of up to five (5) years from the date of award, the accompanying Resolution No. 2018-92, included a finding that City was desirous of contracting with CONSULTANT for the needed lobbying services for a period of three (3) years with two additional one year options to renew; and

WHEREAS, due to this inconsistency, the parties have determined that it is in their best interest to amend the Agreement to clarify the Term.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement between the CITY and CONSULTANT is amended as follows:

1. Section 2, TERM OF AGREEMENT, is hereby deleted in its entirety and replaced with the following:

The Term of the Agreement shall extend for a period of five (5) years from October 1, 2018. To the extent of any conflict between this provision and the findings set forth in City of Mount Dora Resolution No. 2018-92, this provision shall prevail.

2. All of the terms and conditions of the original Agreement, or any modification thereof, shall remain in full force and effect, and to the extent of any conflict between this Amendment and the original Agreement, or any modification thereof, this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the 5 day of October, 2021.

CITY OF MOUNT DORA

Catherine T. Hoechst

CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jessica Burnham
JESSICA BURNHAM
CITY CLERK

For the use and reliance of City of Mount Dora only.
Approved as to form and legal sufficiency.

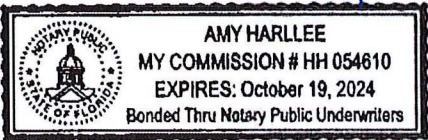
Sherry G. Sutphen
Sherry G. Sutphen
City Attorney

CONSULTANT

By: *RA*
Print: Ryan Matthews
Title: Principal

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of Ryan E. Matthews, as Principle Owner, of Peebles, Smith & Matthews, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 20th day of September, 2021.

(stamp) 

Amy Harlee
NOTARY PUBLIC, State of Florida