



**CITY OF COCOA BEACH
GRAY ROBINSON P.A.
PROFESSIONAL LOBBYING SERVICES AGREEMENT**



This Contract is made upon the signing of the parties by and between the City of Cocoa Beach, Florida, hereinafter referred to as the City, and Gray Robinson P.A., authorized to do business in the State of Florida, and hereinafter referred to as the Contractor. In consideration of the mutual promises contained herein, the City and the Contractor agree that the Contractor will provide Professional Lobbying Services for the City of Cocoa Beach as more specifically set forth in **Exhibit A, Scope of Services** of this Contract.

ARTICLE 1-TERM OF CONTRACT

The Contractor shall begin work under this Contract upon the final signature of said agreement. This Contract shall continue through September 30, 2025 and shall be automatically renewed for two (2) one (1) year terms on the same terms and conditions unless either the City or the Contractor shall advise the other to the contrary at least ninety (90) days prior to the expiration of the original term or any renewal term.

This contract may be terminated by the City with or without cause at any time without penalty.

ARTICLE 2 - CONTRACT ADMINISTRATION

Administration of this Contract shall be under the general direction of the City Manager or designee who shall act as the City's representative during the performance of this Contract. Kim McDougal or designee will serve as the day-to-day contact person. Each party to this Contract agrees to provide written notification within fifteen (15) days, should the representative of either party change during the term of the Contract.

ARTICLE 3 - SCOPE OF WORK

The Contractor shall do, perform, deliver, and carry out, in a professional manner, the type of projects, products, and services as outlined in **Schedule A, Scope of Services**, attached hereto, and, by reference, made part of the contract.

ARTICLE 4 - PAYMENTS TO CONTRACTOR

The Contractor will invoice the City as described in **Exhibit B**. Invoices received from the Contractor under this Contract will be attested and approved by the City's Contract Administrator, indicating that the services being invoiced conform with the Contract. The invoices will then be sent to the Finance Department for payment. Invoices will be paid in accordance with Finance Department payment procedures. Invoices not in accordance with the terms of the contract will be returned to the Contractor for correction.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Contractor shall act as the execution of a truth-in- negotiation certificate certifying that the wage and rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract.

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ARTICLE 6 - AVAILABILITY OF FUNDS

The obligations of the City under this Contract are subject to the availability of funds lawfully appropriated for its purposes by the City Commission of Cocoa Beach.

ARTICLE 7 - INSURANCE, PERMITS & LICENSES

In the performance of work and services under this Agreement, Contractor agrees to comply with all Federal, State, and Local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement that applies to Contractor, its employees, agents, or subcontractors, if any, concerning the work and services described herein.

The contractor shall maintain in full force and effect during the life of the Contract, Worker's Compensation insurance covering all employees in the performance of work under the Contract. The contractor shall make this same requirement as any of its subcontractors. The contractor shall indemnify and save the City harmless for any damage resulting to them for the failure of either Contractor or any subcontractor to take out or maintain such insurance.

The following are required types and minimum limits of insurance coverage that the Contractor agrees to maintain during the term of this Contract:

COVERAGE	MINIMUM LIMITS
General Liability	\$ 2,000,000 incident
Auto Liability	\$ 500,000 per person/incident
Professional Liability (if applicable)	\$1,000,000
Worker's Compensation	Statutory

Statutory coverage for Worker's Compensation Insurance means covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for the employment, control, and conduct of its employees and for any injury sustained by such employees in the course of their employment.

The contractor will provide copies of his occupational license(s) to the Chief Financial Officer. Neither Contractor nor any subcontractor shall commence work under this Contract until they have obtained all insurance required under this section and have supplied the City's Contract Administrator with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Director of Personnel and Risk Management shall approve such certificates

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All insurers shall be licensed to conduct business in the State of Florida. Insurers must have, at a minimum, a policyholders rating of "A", and a financial class of "VII" as reported in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception. All policies provided should be Occurrence, not Claims Made, forms. The Contractor's and Subcontractor's insurance policies must be endorsed to add the City of Cocoa Beach as an Additional Insured. The Contractor shall be responsible for all deductibles. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewed refused until at least thirty (30) calendar days written notice has been given to the City by a method specified in Article 25.

ARTICLE 8 - HOLD HARMLESS AND INDEMNIFICATION

For other additional consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor shall indemnify and hold harmless the City from and against all claims, demands, disputes, damages, costs, expenses (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the performance of the agreement for consulting services, except those claims or liabilities caused by or arising from the gross negligence of the City, or its employees or agents

The Contractor further agrees to indemnify, hold harmless and defend the City, its agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Contractor not included in the paragraph above and for which the City, its agents, servants or employees are alleged to be liable.

ARTICLE 9 - SAFETY & DUTY TO INSPECT

Precautions shall be exercised at all times for the protection of all persons (including *City* employees) and property. The safety provisions of all applicable laws, regulations and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated *in* accordance with the highest accepted standards of safety. The Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act (OSHA), and any other pertinent Federal, State, or Local Statutes, rules, or regulations. The Contractor and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from a violation of any such statutes, rules, or regulations.

ARTICLE 10 - NONDISCRIMINATION

The Contractor warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, or physical handicap.

ARTICLE 11 – DRUG-FREE WORKPLACE

In accordance with Florida Statutes, §287.087, the Contractor warrants that it is a drug-free workplace.

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ARTICLE 12 - PUBLIC ENTITY CRIME INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 (\$15,000.00), for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 13 - EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such causes may include but are not limited to: Acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the Contractor and its subcontractor(s) and is without fault or negligence of either of them, the Contractor shall not be deemed to be in default.

ARTICLE 14 - ARREARS

CB Main Street shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation for indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 15 -WARRANTY

The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. [Additional Warranty Info. referenced here if applicable]

ARTICLE 16- ASSIGNMENT

This Contract may not be assigned without the prior written consent of the City. Any attempt to assign this Contract without prior written consent of the City shall render the Contract null and void with respect to the attempted assignee. The City shall not unreasonably withhold consent provided that the Contractor provides the City with information it requires including, but not limited to, a sample contract from the proposed assignee, proposed fee schedule, operating history of the assignee, and a contact person representing the assignee. This information shall be provided at least thirty (30) days prior to the target date for assignment by the Contractor.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the City for approval and acceptance, and before eligibility for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

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All written and oral information, not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Contractor and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by lawful order. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the City's expense shall be and remain its property and may be reproduced and reused at the discretion of the City.

All original notes, designs, drawings, maps, reports, technical papers, and/or other items or data developed by the Contractor in performing under this Contract, along with all copies thereof, shall be prepared exclusively for the City and upon delivery to the City by the Contractor whether at the completion of work or at any other time, shall become the exclusive property of the City.

No reports, data, programs, or other materials produced in whole or in part under this agreement shall be subject to copyright by the Contractor in the United States or in any other country. The City or its assigns shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, for the specific purposes intended, any reports, data, programs or other material prepared under this agreement. All final writings, maps, charts, reports, computer programs, base maps, aerial photography, and any other documentation prepared under this agreement, if any, shall become the property of the City after final payment.

ARTICLE 18- INDEPENDENT CONTRACTOR

The Contractor agrees that it is an Independent Contractor with respect to the services provided pursuant to this Contract, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work; the City's interest is in the results obtained. Nothing in this agreement shall be considered to create a relationship of employer and employee between the parties.

ARTICLE 19 - SUBCONTRACTORS

No part of this Contract shall be sublet without the prior express written approval of the City. If the Contractor shall sublet any portion of this Contract, the Contractor shall be as fully responsible to the City for acts and omissions of a subcontractor, and of persons either directly or indirectly employed by the subcontractor, as the Contractor is for its own acts and omissions and the acts and omissions of persons employed directly or indirectly by the Contractor. The subcontractor is subject to the same contractual provisions as is the Contractor under this Contract, including but not limited to insurance requirements, records maintenance, and audit requirements.

ARTICLE 20 – SEVERABILITY

No inspection by the City, nor any payment for or acceptance of the whole or part of the items in this Contract, nor any extension of time, nor any possession taken by the City of the product or services hereunder shall operate as a waiver of (1) any provision of this Contract, (2) the right to have it fully performed, (3) any

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power herein reserved to the City, or (4) any right to damages under this Contract. No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

ARTICLE 21 - CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

The Contractor shall allow access to financial documents to the City for the purpose of auditing the expenditure of City funds if deemed necessary or appropriate by the City.

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Contractor agree that this Contract sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein.

ARTICLE 24 - AMENDMENTS AND MODIFICATIONS

Any cardinal change in the terms and conditions set forth in this Contract must be mutually agreed to by both the City and the Contractor and may be implemented only after this agreement has been amended in writing.

The City reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall (1) if requested by the City, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City in writing if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this Contract.

If the City so instructs, in writing, the Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change. the City elects to make the change, the City shall issue a Contract Amendment or Change Order and the Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

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ARTICLE 25 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Original : Ms. Robin R. Hayes
City Manager
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, FL 32932-2430

Notices sent to the Contractor shall be mailed to:

Original : Kim McDougal
Senior Government Affairs
Consultant
Gray Robinson
301 S. Bronough St. Suite 600
Tallahassee, Florida 32301

ARTICLE 26 - TERMINATION

This Contract may be terminated by the Contractor upon thirty (30) days prior written notice to the City in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Contractor. It may also be terminated by the City with or without cause immediately upon written notice to the Contractor. Unless the Contractor is in breach of this Contract, the Contractor shall be paid for services rendered to the City's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the City, the Contractor shall:

- A. Stop work on the date and to the extent specified
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the City, or approved designee.
- D. Continue and complete all parts of the work that have not been terminated.
- E. The Contractor shall be paid for services actually rendered to the date of the termination.

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ARTICLE 27 - EXCLUSIVITY

This is not an exclusive Contract. The City may, at its sole discretion, contract with other entities for work similar to that to be performed by the Contractor hereunder.

ARTICLE 28 - REMEDIES

This Agreement shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. The venue for any court action arising out of this agreement shall be in Brevard County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 29 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 30 - UNAUTHORIZED ALIEN WORKERS:

The City of Cocoa Beach will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act ("INA")). The City shall consider the employment by the contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

ARTICLE 31 - USE OF E - VERIFY:

The Contractor shall use the E-Verify System when hiring employees.

ARTICLE 32 - SALES TAX:

The city is exempted from payment of State of Florida sales and uses tax and Federal excise tax. The Contractor, however, shall not be exempted from paying State of Florida sales and use taxes to the appropriate governmental agencies or for payment by the Contractor to suppliers for taxes on materials used to fulfill its contractual obligations with the City, unless the Contractor itself is a tax-exempt entity. The Contractor shall not use the City's exemption number in securing such materials.

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ARTICLE 33 – PUBLIC RECORDS COMPLIANCE:

Lessee agrees that to the extent that it may "act on behalf of the City of Cocoa Beach within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Lease, it shall:

- (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 Contractor 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 Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City of Cocoa Beach's custodian of public records, in a format that is compatible with the information technology systems of the City of Cocoa Beach.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY HALL - FIRST FLOOR
2 S. ORLANDO A VE.
P.O. BOX 322430
COCOA BEACH, FL 32932-2430,
321-868-3286,
CITYCLERK@CITYOFCOCOABEACH.COM**

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ARTICLE 34 – PUBLIC RECORDS COMPLIANCE INDEMNIFICATION:

Contractor agrees to indemnify and hold the City of Cocoa Beach harmless against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Brevard Circuit Court on an expedited basis to enforce the requirements of this section.

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IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written:

CITY OF COCOA BEACH

Attest:

By:

Signature:

By:

Loredana Kalaghchy, MMC

City Clerk

City of Cocoa Beach

Date:



Robin R. Hayes

City Manager

City of Cocoa Beach

Date:

November 29, 2022

Contractor Signature:

By:



Kim McDougal, Ph.D.

Senior Government Affairs Consultant

Gray Robinson P.A.

12/2/2022

Date:

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**EXHIBIT A:
Scope of Work**

State Lobbying Services

1. Coordinate the City's State appropriations, authorizations, grant proposals, legislation, and policy-related activities with the State Legislature and State departments and agencies beginning annually from October through September.
2. Lobby the Florida Legislature and Executive Branch of State government, legislative committees, joint legislative committees, State agencies or departments, administrative offices, as well as other State organizations as necessary to secure funding of City appropriations requests.
3. Work with the City's Legislative Delegation
4. Monitor legislation addressing the Defense of Home Rule.
5. Monitor legislation addressing City Commission elections and other local referenda
6. Maintain contact with key State Representatives and State Senators on behalf of the City.
7. Advocate for the City and the City's positions on issues with the Governor, State Legislature, Brevard County Legislative Delegation, as well as, key members of State departments or agencies, or other state-level entities in support of the City's goals, priorities, programs, activities, and proposals
8. Work with State Legislators and Agencies to ensure maximum reimbursement and timely release of funds relating to tropical cyclone events
9. Coordinate a trip to Tallahassee for City representatives to meet with the Governor, State Legislature, or key members of their respective staffs, and key members of State departments or agencies, or other state-level entities.
10. Attend and represent the City before the Florida Legislature during scheduled, extended, or special legislative sessions and meetings.
11. Advocate relationship with the University of Central Florida regarding the incubator program and funding.
12. Attend and represent the City before any State executive branch, department, body, and/or entity that could be of benefit to the City's interests
13. Provide progress reports weekly during legislative sessions and committee weeks. During the legislative session, more frequent reports may be provided on specific bills identified by the lobbyist as having a direct impact on the city. All such reports shall be submitted electronically.
14. Provide progress reports monthly during non-session months. All such reports shall be submitted electronically
15. At the end of the Legislative Session, the Consultant shall prepare a final report, including the final status of the City's objectives and a summary of the impact of major legislative changes to the City.
16. Attend meetings or work sessions of the City of Cocoa Beach City Council and meetings with City staff as necessary.
17. Provide timely telephone and/or email updates with designated City staff on the status of the City's objectives as appropriate.
18. Work with the City Commission in regard to the city's strategic plan and assist with funding for potential future projects.

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19. Support the Space Coast League of Cities and the Florida League of Cities initiatives.
20. All issues the city determines for Cocoa Beach such as Short-Term Rentals/ Vacation Rentals.

Grants Services

1. Identify grant opportunities, advocate for, and assist the City with securing approval of the City's grant applications for the Florida Job Growth Grant Fund.
2. Identify grant opportunities, advocate for, and assist the City with securing approval of City grant applications for the installation of electronic vehicle charging stations throughout the City.
3. Assist with funding for environmental factors including turtle lighting, oyster prisms, and other environmental issues determined by the commission.
4. Assist in identifying and assisting with grant opportunities that will assist in stormwater projects.

Meetings

Attend meetings or work sessions of the City Commission of Cocoa Beach and meetings with City Staff as necessary.

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**EXHIBIT B:
FEE SCHEDULE**

CONCEPTUAL FRAMEWORK

COMPENSATION: The City shall compensate Contractor a fixed fee in the amount of \$49,500 (Forty-nine thousand and five hundred dollars) for the Work required to be performed by Contractor pursuant to the terms of this Work Order. The contractor shall perform all Work and provide all associated goods as required by the terms of this Work Order. In no event, shall the Contractor be paid more than the Fee set forth above. Payment of the Fee shall be in accordance with the method described in the City's terms and conditions listed on the City website OR in accordance with the terms and conditions set forth herein or in the underlying contract.

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**EXHIBIT B:
FEE SCHEDULE (Cont'd)**

IF A PAYMENT BY THE CITY IS MADE

The following specific items apply to any payments by the city:

- No payments will be made under this contract until all the insurance, permit & license requirements in Articles 7 & 8 have been met.
- The contractor must complete an IRS Form W – 9 and the City’s Vendor Registration Form.
- No payments will be made to the Contractor without the submission of an invoice with supporting documentation of expenditures.
- Payments are made in accordance with Finance Department procedures. In general, invoices must be submitted on Monday to be paid by Friday. If a week contains holidays schedules are adjusted accordingly.

The city will pay authorized “pass-thru” expenditures when supporting documentation accompanies an invoice. Supporting documentation means that invoices from subcontract organizations must be accompanied by proof of payment.

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