



CITY OF TALLAHASSEE

PROFESSIONAL SERVICES AGREEMENT FOR LOBBYING SERVICES FOR FEDERAL, STATE AND UTILITY REPRESENTATION

CONTRACT NO. 5447

THIS AGREEMENT is made and entered into, by the **CITY OF TALLAHASSEE**, a Florida municipal corporation, hereinafter referred to as the "City," and **GRAYROBINSON, P.A.**, a Florida Profit Corporation, hereinafter referred to as the "Legislative Consultant", and collectively as the "Parties".

RECITALS

WHEREAS, the City issued a Request for Proposals (RFP) 092-23-CW Lobbying Services for federal, state and utility legislative consulting services and the Legislative Consultant submitted a proposal; and,

WHEREAS, the City evaluated and reviewed responses to the RFP and Legislative Consultant was awarded and approved by the City Commission on November 8, 2023 to provide lobbying services; and,

WHEREAS, the City, recognizing the need to maximize its opportunities before the Florida Legislature, the Leon County Legislative Delegation, the various state agencies, the Governor and Cabinet, the United States Congress, the various federal agencies, and the President and Administration, deems it in the best interests of its citizens to obtain experienced and knowledgeable professional representation at the federal level in Washington, D. C., the state level in Tallahassee, Florida, and elsewhere involving matters of state and federal law, policy, legislation, and 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; and,

WHEREAS, the Parties now desire to enter into an agreement relating to the provision of such work and services.

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

1. **SERVICES AND PERFORMANCE:**

The Legislative Consultant shall have the following responsibilities related to the City's legislative program:

A. Appropriations

1. Assist City staff in the coordination and development of the City's legislative program.
2. Work with the City Manager's Office staff, and City Departments as necessary, to prepare appropriation requests.
3. 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.
4. 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.
5. During the legislative session, 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 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 legislative 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.

B. Monitoring and Bill Tracking

1. 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.
2. Review the legislative policy statements adopted by the National League of Cities, Florida League of Cities, Florida Municipal Electric Association, 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.
3. Monitor federal and state legislative committee meetings, agency hearings and meetings prior to and during the regular and special session(s) at which specific items delineated within the City's legislative program are scheduled, as well as other items which may arise that affect the City.
4. Provide periodic written reports, at least monthly, when 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.

5. Track progress on studies that may positively or negatively affect the City or its citizens and regularly inform the City.
6. Provide access to the Legislative Consultant's tracking system, if available, to view City of Tallahassee's bill tracking list.

C. Legislative Advocacy

1. Work with the City Manager's Office in coordinating with the City Commission, staff, and Leon County Legislative Delegation in developing special or general legislation in keeping with, or supportive of, the City's legislative program.
2. Develop and evaluate strategy for the support, defeat, or amendment of pending legislation.
3. Testify and lobby before Congress, the Florida Legislature, Governor, Cabinet, and Committees as necessary on behalf of the City, during the annual legislative session, extended or special sessions, and at legislative committee meetings and meetings of the Leon County legislative delegation to advance the City's legislative program.
4. Appear and testify before State administrative agencies on proposed rules.
5. Upon request, coordinate appointments/meetings between the City Manager, City Commission or City staff, and appropriate state officials and legislators.
6. Attend legislative committee hearings and meetings, or legislative agency meetings on behalf of the City.
7. Make presentations on behalf of the City before members of the Cabinet and their aides.
8. Review existing and future State, Federal, and State Utility policies and programs on an ongoing basis with particular attention to the manner in which such policies and programs affect the City and its citizens.
9. Provide technical assistance to the city in the interpretation of State objectives and how they may relate to circumstances and conditions unique to the City.
10. Assist the City in obtaining State permits and grants.
11. The Legislative Consultant shall devote reasonable and sufficient time to representation of the City to achieve satisfactory results.
12. Disclose quarterly a complete list of their clients to the City's Treasurer-Clerk in accordance with the City of Tallahassee Code of General Ordinances, Sec. 2-11.
13. The Legislative Consultant shall not institute, maintain, or participate in any proceeding, settlement, suit, or action against the City during the term of this Agreement, without the City's express written approval in advance. Legislative Consultant's firm may represent clients before the City in non-litigation matters, such as land-use, licensing, and other regulatory or administrative matters, provided notice is given and prior approval is obtained from the City, which shall not be unreasonably withheld. Nothing herein shall be construed to prevent the Legislative Consultant from bringing claims or actions against the City arising out of a breach of this Agreement or pursuing other remedies available to it as permitted by law. If the Legislative Consultant engages in litigation of any kind against the City during the term of this Agreement, 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 payment adjustments that are equitable and acceptable to both parties.

14. Litigation, administrative hearings, and rule challenges are outside the scope of this Agreement and would be handled, if required, under a separate agreement and separate compensation.

2. **MODIFICATIONS:**

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.

3. **TERM AND EFFECTIVE DATE:**

- A. This Agreement shall commence on January 1, 2024, and shall have a contract term of three (3) years from that date, unless sooner terminated in accordance with the provisions hereof. This Agreement has the option for two (2), one (1) year renewals for a contract total of five (5) years.
- B. After completion of the initial Agreement term or any extensions thereof, the City may require continued performance of any services within the limits and at the rate proration specified in this Agreement. This continued performance provision may be exercised monthly or quarterly, but the total continued performance period shall not exceed six (6) months. The City may exercise this continued performance provision by written notice to the Legislative Consultant at least thirty (30) calendar days before the initial Agreement term or extension(s) period expires.

4. **COMPENSATION AND PAYMENT:**

- A. The City agrees to pay the Legislative Consultant for the performance of the services listed herein in a yearly amount of One Hundred and Twenty-Thousand Dollars (\$120,000), as set forth in Exhibit "A", for the period commencing January 1, 2024, and ending December 31, 2026. 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. No compensation will be paid for services that are not performed.
- B. Services shall be rendered by the Legislative Consultant under this Agreement only with the prior approval of the City Manager, or designee, and all communications and correspondence shall be directed through the City Manager, or designee.
- C. The City shall pay the Legislative Consultant the prices stipulated in this Agreement upon the submission of proper invoices or contract pay requests, less any deductions provided in this Agreement.
- D. The Legislative Consultant will submit invoices to the City Manager for work performed during each calendar month. Invoicing will be accompanied by a brief description of the work effort completed during the billing period.
- E. The City shall disburse compensation to the Legislative Consultant in accordance with Section 218.70 et seq., Florida Statutes ("Florida Prompt Payment Act").

- F. If the Legislative Consultant fails to comply with any terms of the Agreement, the City shall take one or more of the following actions, as appropriate in the circumstances:
- 1) Withhold payments to the Legislative Consultant under the Agreement until the Legislative Consultant complies; and/or
 - 2) Cancellation, termination or suspension of the Agreement, in whole or in part.

5. **INDEMNITY AND INSURANCE:**

- A. The Legislative Consultant shall indemnify and hold harmless the City, its commissioners, officials, officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Legislative Consultant and persons employed or utilized by the Legislative Consultant in the performance of this Agreement.
- B. Prior to commencing performance of any Services, the Legislative Consultant shall procure and maintain, at the Legislative Consultant's own cost and expense and for the duration of this Agreement, the following types and limits of insurance coverage in relation to claims which may arise from or in connection with the performance of the Services hereunder by the Legislative Consultant, its agents, representatives, employees, or subconsultants.
- C. Legislative Consultant, throughout the term of this Agreement, shall maintain limits of insurance no less than the following:
- 1) Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage. Such coverage shall include the following: Premises/Operations; Explosion, Collapse and Underground Property Damage (only when applicable to the project); Products/Completed Operations; Contractual; Independent Consultants; Broad Form Property Damage; Personal Injury; and Pollution Liability.
 - 2) Commercial Automobile Liability Insurance: \$1,000,000 per accident for bodily injury and property damage. The following coverages shall be included: Owned Automobiles, Hired Automobiles, and Non-owned Automobiles.
 - 3) Professional Liability (Errors and Omissions) Insurance: \$1,000,000 or as per project (ultimate loss value occurrence).
 - 4) Workers' Compensation and Employers'/Umbrella Liability Insurance: Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employer's/Umbrella Liability Coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether the Legislative Consultant is otherwise required by law to provide such coverage.
- D. Insurance is to be placed with Florida authorized insurers rated B+X or better by A.M. Best's rating service.

6. **COMPLIANCE WITH LAWS:**

The Legislative Consultant will comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

7. **TERMINATION AND DEFAULT:**

- A. If the Legislative Consultant fails to fulfill any of its obligations under this Agreement through no fault of the City, such failure shall be considered a default and shall entitle, but not obligate, the City to suspend performance under or to terminate this Agreement, in whole or in part, at the City's discretion, if the Legislative Consultant fails to cure such default within thirty (30) days after receipt of a written notice thereof from the City. Furthermore, the City shall have the right to terminate this Agreement, in whole or in part, without the Legislative Consultant being in default thereunder. Termination shall be affected by delivery of a written notice to the Legislative Consultant specifying whether termination is for the default of the Legislative Consultant or for the City's convenience, the extent to which services under this Agreement are to be terminated, and the date upon which such termination becomes effective. After receipt of such written notice, and except as otherwise directed in writing by the City, the Legislative Consultant shall promptly stop work under this Agreement on the date and to the extent specified in the notice.
- B. Either party may terminate this Agreement by giving thirty (30) days' written notice to the other party. In the event of termination for convenience, the City shall pay the Legislative Consultant (i) the full amount due for services satisfactorily rendered, (ii) approved costs and expenses incurred which remain unpaid at the time of such termination, and (iii) such other costs of termination, if any, as may be mutually agreed by the parties. The City shall have the right to set off against amounts otherwise owed the Legislative Consultant all amounts owed by the Legislative Consultant to the City under this Agreement or otherwise.
- C. The City may terminate this Agreement, in whole or in part, at any time the interest of the City requires such termination.

8. **ORDER OF PRECEDENCE:**

This Agreement document, including all attachments and exhibits hereto, constitutes the entire understanding and agreement among the parties. All attachments and exhibits listed below are incorporated by reference into this Agreement. In the event of an inconsistency between any of the provisions of this Agreement and/or the attachments hereto, the inconsistency shall be resolved by giving precedence in the following order:

1. This Agreement, including Exhibit A and any written amendments
2. RFP 092-23-CW and all addenda
3. Legislative Consultant's response to the RFP

9. **CONFLICT OF INTEREST:**

- A. The Legislative Consultant shall certify that, to the best of their knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest, be it actual, apparent, or potential, for the organization or any of its staff, and that the Legislative Consultant has disclosed all relevant information if an actual, apparent, or potential conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts or if such a person would question the impartiality of the Legislative Consultant.
- B. 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.

10. **MISCELLANEOUS:**

- A. **E-VERIFY.** The Legislative Consultant must register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees, pursuant to Section 448.095, Florida Statutes. Registration must take place prior to execution of this Agreement. The Legislative Consultant agrees to adhere to the requirements of Section 448.095, Florida Statutes, and understands that failure to comply with the statute will result in termination of the Agreement. If such termination occurs, the Legislative Consultant will not be awarded another City contract for at least one (1) year from the date of Agreement termination and will be liable for any additional costs incurred by the City as result of the Agreement termination.
- B. **PUBLIC RECORDS.** The Parties acknowledge that the City is a governmental entity and is subject to Florida's Public Records Law, Chapter 119, Florida Statutes. The Parties further acknowledge that some, or all, of the information, materials, documents provided to the City by the Legislative Consultant may be public records and, as such, may be subject to disclosure to, and copying by, the public unless otherwise exempted by statute. This provision shall constitute the City's sole obligation relating to maintaining confidentiality of any information or proprietary material of any kind submitted by the Legislative Consultant. The Legislative Consultant also recognizes that by doing business with the City, its records relating to the Agreement may also be subject to the Public Records Act.

If the Legislative Consultant has questions regarding the application of Chapter 119, Florida Statutes, to the Legislative Consultant's duty to provide public records relating to this Agreement, the Legislative Consultant may contact the City's Custodian of Public Records at:

City Treasurer-Clerk
(850) 891-8130
records@talgov.com

Mailing Address:
City Hall
300 S. Adams Street
c/o Records Division, Box A-31
Tallahassee, Florida 32301

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives below.

ATTEST TO:

By: *James O. Cooke, IV*
James O. Cooke, IV
City Treasurer-Clerk



APPROVED AS TO FORM

By: *Amy M. Toman*
Amy M. Toman
Interim City Attorney

CITY OF TALLAHASSEE

By: *Veronica McCrackin*
Veronica McCrackin
Procurement Director

LEGISLATIVE CONSULTANT:
GrayRobinson, P.A.

By: *Kirk Pepper*
Kirk Pepper
Senior Government Affairs Advisor