

AGREEMENT FOR STATE LEGISLATIVE LOBBYIST SERVICES

THIS AGREEMENT is entered into this 5th day of NOVEMBER, 2013, by and between the CITY OF OCALA, a Florida municipal corporation ("City") and THE ADVOCACY GROUP AT CARDENAS PARTNERS, LLC., a Florida registered limited liability company (EIN: 27-0393975), located 215 South Monroe Street, Suite 602, Tallahassee, Florida 32301 ("Vendor").

WHEREAS:

The City of Ocala issued a Request for Proposal on July 3, 2013, for **RFP 13-012: State Legislative Lobbyist Services**.

The Vendor responded, and was the highest ranked firm scored by a City evaluation committee. The Vendor was subsequently selected as the intended awardee for state legislative lobbyist services.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

1. **SERVICES.** Vendor will provide professional state legislative lobbyist services as described, and pursuant to the scope of service set forth on the attached Exhibit A- "Request for Proposal 13-012 " and Exhibit C - "2014 Legislative Priorities: Schedule of Legislative Activities."

The Scope of Work is generally described as follows:

The lobbyist will assist the City Council and key City of Ocala staff in identifying current legislative issues impacting the City of Ocala, specifically, and Florida cities, in general. The lobbyist will be required to advance the City's vision, strategic goals and priorities to the Marion County legislative delegation, other members of the General Assembly, as appropriate, and State of Florida, executive, legislative, and administrative staff on an as needed basis. The lobbyist will recommend, and implement the most effective ways to gain access to legislative and State of Florida officials, and help craft and deliver both verbal and written messages. The lobbyist will work closely with the City Council or its liaison to recommend modifications and/or strategies to impact legislative measures, and assist in effectuating these impacts in a timely manner when legislative changes can be realistically achieved. The lobbyist will be responsible for providing the following services and all expenses attendant to their completion.

2. **COMPENSATION.** City shall pay Vendor for the performance of the work for professional state legislative lobbyist services, in accordance with the contract documents a total monthly fee/retainer of **THREE THOUSAND, NINE HUNDRED FIFTY-EIGHT AND 33/100 DOLLARS (\$3,958.33)**.
3. **TERM.** The term of this Agreement shall commence on **January 1, 2014**, and shall

end on December 31, 2015. This Agreement shall be renewed for two (2), consecutive one (1) year terms upon the mutual consent of both parties, unless terminated by either party pursuant to the terms of this Agreement.

4. **CHANGE IN SCOPE.** Should the City and Vendor mutually agree to a change in the scope of services being provided during the term of this Agreement, a mutually agreed to price adjustment will be allowed.
5. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges the Vendor is an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Vendor performs hereunder.
6. **ACCESS TO FACILITIES.** City will provide Vendor with access to the Facilities so as to permit Vendor to meet its obligations hereunder.
7. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement.
8. **SAFETY/ENVIRONMENTAL.** Vendor is responsible at all times for precautions to achieve the protection of all persons including employees and property. The Vendor shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department.
9. **ADDITIONAL INSURED.** The "City of Ocala" shall be added to all third party coverage required by and provided for this contract as an "ADDITIONAL INSURED".
10. **MISCELLANEOUS INSURANCE PROVISIONS.**
 - A. Severability of Interests. Vendor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests / cross liability provision, so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

- B. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of the Vendor. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Vendor's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover the Vendor.
- C. Duplicate Coverage.
 - 1. Insurance required of the Vendor or any other insurance of the Vendor shall be considered primary and insurance or self-insurance of the City shall be considered excess, as may be applicable to claims against the City which arise out of this contract.
 - 2. Insurance written on a "Claims Made" form is not acceptable without City of Ocala Risk Management consultation.
 - 3. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.
- D. Deductibles. Vendor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the latter. They shall be reduced or eliminated at the option of the City. The Vendor is responsible for the amount of any deductible or self-insured retention.
- E. Certificates. Vendor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala" as an Additional Insured. The City of Ocala, Finance Department, 110 SE Watula Ave, Ocala, FL 34471 should be shown as the Certificate Holder, and for providing for required thirty (30) day cancellation notice.

*Non-rated insurers must be pre-approved by the City Risk Manager.

11. **LIABILITY INSURANCE.** General liability insurance, with combined single limits of not less than \$1,000,000 per occurrence shall be provided and maintained by the Vendor. The only aggregate limit acceptable is a "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501 or equal).

- A. If the Commercial General Liability form is used:
 - 1. Coverage A - shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
 - 2. Coverage B - shall include personal injury.
 - 3. Coverage C - medical payments, is not required.
- B. If the Comprehensive General Liability form is used, it shall include at least:

1. Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, and property damage resulting from explosion, collapse or underground (XCU) exposures.
12. **BUSINESS AUTO LIABILITY.** Business Auto Liability insurance shall be provided by the Vendor with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance, or use of any auto including owned, non-owned and hired automobiles and employee non-ownership use.
13. **WORKERS' COMPENSATION.** Vendor shall purchase and maintain Workers' Compensation insurance for statutory requirements and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee, \$1,000,000 policy limit for disease, and shall be responsible for ensuring that any subcontractor has statutory coverage. City need not be named as an Additional Insured, but a subrogation waiver endorsement is required.
14. **RELATIONSHIP OF PARTIES.** Neither this Agreement, nor any term, provision, payment or right hereunder shall in any way or for any purpose constitute or cause City to become or be deemed a partner of Vendor in the conduct of its business, or otherwise, or to cause City to become or be deemed a joint adventurer or a member of a joint enterprise with Vendor, as City is and shall remain an independent contractor by reason of this Agreement.
15. **TERMINATION.** If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-defaulting party may, at its option, terminate this Agreement by giving written notification thereof to the other party. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.
16. **REMEDIES.** If any Event of Default occurs, City shall have the right, at the option of City, to pursue all remedies available at law or equity, including the termination of this Agreement and all rights of Vendor hereunder. Notwithstanding City's termination of the Agreement, Vendor shall remain liable to City for all claims for damages, costs or attorneys' fees arising prior to such termination.
17. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Vendor:

The Advocacy Group at Cardenas
Partners, LLC.
Steven W. Shiver

Partner
215 South Monroe Street, Suite 602
Tallahassee, Florida 32301
Phone: 850-222-8900
Fax: 850-841-7653
Email: ss@cardenaspartners.com

If to City of Ocala:

Tiffany Kimball
Director of Procurement & Contracts
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
Email: tkimball@ocalafl.org

Copy to:

Patrick G. Gilligan
Gilligan, Gooding & Franjola, P.A.
Attorneys at Law
1531 S.E. 36th Ave.
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
Email: pgilligan@ocalalaw.com

18. **ATTORNEYS FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party
19. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH

PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

20. **ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other party.
21. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
22. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this agreement. Further, a duplicate or copy of the agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original agreement for all purposes.
23. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
 - A. As a further requirement of this Agreement, Vendor shall fully comply with the U.S. Department of Homeland Security's E-Verify system by verifying the documentation of any new employees hired by Vendor during the term of this Agreement.
24. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
25. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
26. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may

be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

27. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
28. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
29. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
30. **FORCE MAJEURE.** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. In the event that Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue.
31. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
32. **NON-FUNDING CLAUSE.** In the event sufficient budgeted funds are not available or depleted, the City shall notify the Vendor of such occurrence and contract shall terminate without penalty or expense to the City.
33. **PUBLIC ENTITY CRIMES.** As provided in Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for 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 or 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, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

34. **CONTRACT DOCUMENTS.** The contract documents that comprise the entire Agreement between the City and Vendor are made a part hereof, and are listed as exhibits. There are no contract documents other than those listed below. If there is a conflict in terms between this Agreement and the contract documents, then the terms of this Agreement will control over the terms of the contract documents listed below.

35. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

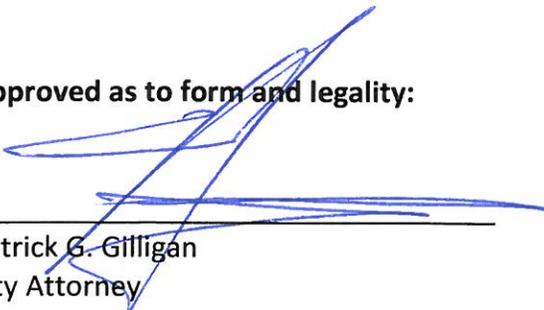
ATTEST:


Angel B. Jacobs
City Clerk

CITY OF OCALA:


Mary S. Rich
City Council President
ACCEPTED BY CITY COUNCIL
NOVEMBER 05, 2013
DATE
OFFICE OF THE CITY CLERK

Approved as to form and legality:


Patrick G. Gilligan
City Attorney

THE ADVOCACY GROUP AT CARDENAS PARTNERS, LLC:

By: 
as its Partner



December 3, 2015

Steven W. Shiver, Partner
The Advocacy Group at Cardenas Partners, LLC
215 South Monroe Street, Suite 602
Tallahassee, FL 32301

RE: Amendment #1 – Renewal Agreement for State Legislative Lobbyist Services

Dear Mr. Shiver,

The City of Ocala contract with The Advocacy Group at Cardenas Partners, LLC has been executed by the City of Ocala. Please have both copies of the contract signed and **return one fully executed original to me.**

Respectfully,

A handwritten signature in blue ink that reads "Susan Martins".

Susan Martins
Buyer
For Corrin Fitsemons

**AMENDMENT # 1 – RENEWAL
AGREEMENT FOR STATE LEGISLATIVE LOBBYIST SERVICES**

Upon execution of this document, the following amendment will become part of the original contract entered into on November 5, 2013 between the parties, the **CITY OF OCALA**, a Florida municipal corporation, and **THE ADVOCACY GROUP AT CARDENAS PARTNERS, LLC.**, a Florida registered limited liability company (EIN# 27-0393975), located at 215 South Monroe Street, Suite 602, Tallahassee, Florida 32301.

Contract Renewal Period – **January 1, 2016 to December 31, 2016**

NOTICES. All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice): (a) hand delivered by messenger or courier service; (b) faxed, or (c) mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested; addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this paragraph:

If to City: Tiffany L. Kimball
Director Contracts
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
E-Mail: tkimball@ocalafl.org

With a copy to: Patrick G. Gilligan
Gilligan, Gooding & Franjola P.A.
Attorneys at Law
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
E-Mail: pgilligan@ocalalaw.com

If to Vendor:

The Advocacy Group at Cardenas Partners, LLC.

Steven W. Shiver, Partner

215 South Monroe Street, Suite 602

Tallahassee, Florida 32301

Phone: 850-222-8900

Fax: 850-841-7653

E-Mail: ss@cardenaspartners.com

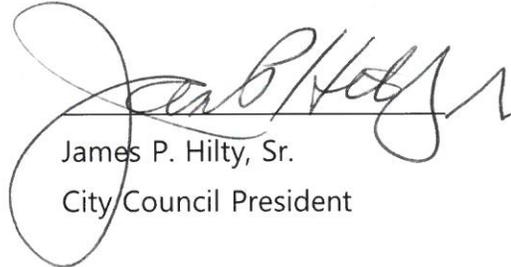
AGREEMENT. Except what pertains to this Amendment, all terms and conditions of the Original Agreement will remain in full force and effect and likewise apply to this Amendment.

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized agents this 1st day of December, 2015.

ATTEST:

CITY OF OCALA:

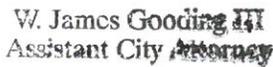

Angel B. Jacobs
City Clerk

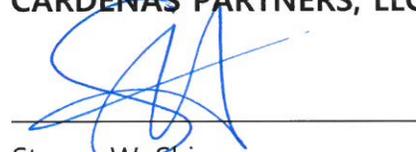

James P. Hilty, Sr.
City Council President

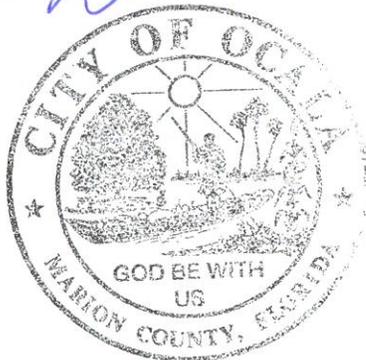
APPROVED AS TO FORM AND LEGALITY:

**THE ADVOCACY GROUP AT
CARDENAS PARTNERS, LLC:**


Patrick G. Gilligan
City Attorney


W. James Gooding III
Assistant City Attorney


Steven W. Shiver
Partner



ACCEPTED BY CITY COUNCIL
December 1, 2015
DATE
OFFICE OF THE CITY CLERK