

CONTRACT FOR STATE LOBBYING SERVICES

THIS AGREEMENT is entered into this 8th, day of September 2016 by and between the CITY of LABELLE (hereinafter, City) and SPRATT and ASSOCIATES (hereinafter, S&A) to provide lobbying services for the City before the Executive and Legislative branches of the State of Florida.

WHEREAS, the City desires to engage the services of Lobbyist to represent the City before the Executive and Legislative branches of the State of Florida to secure funding for the City and to advocate the passage or defeat of legislation of concern to the City;

WHEREAS, S&A represents that it has the necessary skills and experience to perform this work, without making any guarantee as to results;

NOW THEREFORE, the parties hereby mutually agree as follows:

1. The foregoing recitals are adopted by reference and confirmed by the parties.
2. S&A will represent the City's interest before the Executive and Legislative branches of the State of Florida. S&A shall attend such committee meetings and sessions and participate in such other meetings as deemed appropriate to adequately represent the City's interest, Additionally, S&A shall coordinate, to the extent necessary, with State agencies to effectuate appropriations to the City made by the legislature and to effectuate legislation made by the legislature.
3. The term of this contract shall be from October 1st, 2016 thru September 30th, 2021.
4. The City shall pay S&A a total of Fifty Thousand Dollars (\$50,000.00) per year. S&A shall not be entitled to any additional compensation or reimbursement for expenses. Lobbyist specifically agrees to bear his own expenses for, among other things, travel, lodging, food, phone and postage.
5. The City hereby agrees to provide administrative and secretarial support to S&A for its work on behalf of the City. S&A shall coordinate all such request through the Mayor, City Manager or designated representative.
6. S&A shall communicate to the City of its activities on behalf of the City and of legislative developments. S&A point of contact with the City for the City's position on appropriations and legislation shall be the Mayor, City Manager or designated representative.
7. Either party may terminate this contract upon sixty (60) days' written notice to the other party; provided, however, S&A may not terminate this contract with a termination effective date that falls during the legislative session.

8. In representing other clients before the legislature, S&A shall not advocate a position on an issue contrary to the City. In circumstances where such a conflict arises, S&A shall consult with the City to arrive at a mutually agreeable resolution. This provision shall not be construed to preclude S&A from representing other clients before the legislature, which clients have contrary interest to those of the City in contexts outside the legislature.

9. S&A shall not subcontract its services hereunder or assign this contract.

10. S&A is an independent contractor and not an employee of the City. S&A shall be responsible for securing its own insurance, and the actions of S&A shall not be imputed to the City for liability purposes. S&A shall indemnify and hold harmless the City from all liability suits, damages or judgements arising out of the actions or omissions of S&A.

11. This contract shall be construed in accordance with the provisions of Florida law. The venue for any litigation arising hereafter shall be Hendry County, Florida.

12. Notices to either party shall be made as follows:

City of LaBelle
Attention: Mayor
Post Office Box 458
LaBelle, Florida 33975

Spratt and Associates
Post Office Box 236
LaBelle, Florida 33975

13. This document constitutes the entire understanding of the parties hereto and may not be amended or modified except in writing, signed by both parties hereto.

LABELLE CITY COMMISSION



Dave Lyons, Mayor

SPRATT AND ASSOCIATES



Joseph R. Spratt/Owner