

CITY OF WAUCHULA

REQUEST FOR PROPOSALS GOVERNMENTAL CONSULTING SERVICES

Sealed proposals will be received in the City Clerk's Office, **May 31, 2019, prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposals. Failure to follow these instructions could result in disqualification.

Questions regarding this proposal must be in writing and must be sent to Holly Smith, City Clerk, email: hsmith@cityofwauchula.com; fax (863) 773-0773. All questions must be received by May 24, 2019.

Prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the City Commissioners, any employee of the City of Wauchula, other than the City Clerk or as directed in the Request for Proposals. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

Proposals may be mailed, express mailed or hand delivered to:

**City of Wauchula
Holly Smith, City Clerk
126 S. 7th Avenue
Wauchula, Florida 33873**

CITY OF WAUCHULA

**Request For Proposals
RFP 19-03: Governmental Consulting Services**

**Notice of Interest
Due: May 24, 2019 (5:00 PM EST)**

Date: _____

Proposer

Name: _____

Address: _____

Telephone: _____

Fax: _____

E-Mail: _____

Proposer's Signature: _____

(Duly Authorized)

Return To:

Holly Smith
City of Wauchula
126 S. 7th Avenue
Wauchula, FL 33873
(Fax) 863-773-0773

INTRODUCTION

The City of Wauchula, a Florida municipal corporation, hereinafter referred to as the City, is requesting proposals from qualified firms and/or individuals that are interested in providing professional (1) Lobbying Services; (2) Networking of Grants and Appropriations. The selected firm will have small, rural local government experience and shall be familiar with the region. The awarded firm may, at the discretion of the City be tasked by written request to administer any programs/grants or appropriations. The Wauchula City Commission reserves the right to engage one or more qualified firm(s). Firms or individuals that do not have all the necessary disciplines within their own firm must be prepared to provide a team of professionals to assist the City of Wauchula with local issues in Tallahassee during Legislative Committee Weeks and for Legislative Session.

A selection committee will review the proposals. The City reserves the right to determine, at its sole discretion, whether the proposals satisfactorily meets the criteria established in this RFP, and the right to seek clarification from any individual(s) submitting proposals. Only those judged to be qualified proposals would be further evaluated. Individuals may be interviewed by the selection committee and/or City Commission. During the review process, and until the final selection has been made by the City Commission, proposers are prohibited from meeting with or discussing a submittal with any member of the selection committee or the City Commission, unless an interview is requested or clarification required on a proposal.

All interested parties must submit the requested information within the time frame provided herein. Proposals shall be prepared with the utmost attention to fair, ethical evaluation standards.

It is the intent of the City to negotiate a Professional Services Agreement for the work described. The Professional Services Agreement will be for three (3) years, but terminable without cause upon written notice by the City Commission, with the City's option of renewing the agreement for two (2) additional one-year periods.

SCOPE OF SERVICES

The City requests proposals only from respondents with experience providing professional (1) Lobbying Services; (2) Networking of Grants and Appropriations. Duties and responsibilities shall include:

- 1) Lobbying Services - The selected firm shall be represented by one or more registered lobbyists as appropriate in Tallahassee during Legislative Committee Weeks and be able to provide full time representation in Tallahassee during Legislative Session. Provide strategic legislative expertise and consulting services.
- 2) Networking of Grants and Appropriations - The selected firm must be familiar and experienced in utilizing special Appropriations and Grants together to relieve the City of potential grants matching funds, when possible.
- 3) Review of Issues and Policies - The selected firm will work with the City Manager, as appropriate, and review State Policies, Programs and Legislation for the purpose of identifying those that will affect the City and its citizens.

- 4) Monitor Committee Meetings - The selected firm will provide, as needed, monitoring of appropriate Committee Meetings and hearings during Legislative Session.
- 5) Review League of City Policies - The selected firm will work with the City Manager, as requested, to provide assistance in review of the Florida League of Cities policies.
- 6) Assist in Legislative Priorities - The selected firm shall assist the City Manager in the development of the City's Annual Legislative priorities and strategies.
- 7) Lobby before Committees - The selected firm shall lobby and testify before State government officials as necessary during committee meetings and during session and special sessions.
- 8) Coordinate Appointments - The selected firm shall coordinate meetings and/or appointments with appropriate members of the legislature, as necessary.
- 9) Maintain Contact - The selected firm shall maintain appropriate contact and engagement with the City Manager, as requested on important matters throughout the Agreement term.
- 10) Reports - The selected firm shall, as appropriate, provide reports to the City Manager, in writing, orally and/or in person as needed.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The submittals should include the following:

1. **Letter of Transmittal:** Briefly state your understanding of the work to be done and provide a positive commitment to perform the work.
2. **Profile of Qualifications:**
 - a. Provide the Bidder's name, home office address, address of the office providing the services under the contract and contact information for each.
 - b. Include a general description of the Bidder, including size, number of employees, primary business, other business or services, type of organization (franchise, corporation, partnership, etc.) and other descriptive material.
 - c. Indicate the primary personnel who will be assigned to the contract including their qualifications, certifications and affiliations.
 - d. Describe the Bidder's experience. Emphasize Bidder's experience and expertise in the area(s) addressed by this RFP. This information should include prior experience assisting small, rural local governments and any other background or experience which may be helpful in evaluating this proposal.
 - e. Indicate if the Bidder has any relationship to the City of Wauchula.
3. **References:** Provide at least three (3) references, including name, title, address, phone number and e-mail address. Inclusion of the reference in your proposal is also agreement that the City may contact the named reference. References should be from clients that the primary personnel assigned to our contract provides or has provided similar services. Inclusion of recent local government experience is expected.

4. **Proposed Cost:** Please quote the dollar amount of fixed and/or hourly fees and costs for providing services to the City covered by your proposal. Also, state separately the rate for any other cost items proposed to be itemized and billed (i.e. photocopying, postage, etc.). Finally, indicate what your proposal is regarding reimbursement for travel, meals or mileage associated with serving the City.

SELECTION AND EVALUATION PROCEDURES

A Professional Services Selection Committee (PSSC) will review the proposals received. The evaluation criteria listed below will be utilized to evaluate the proposals. Interviews with individuals may then be scheduled with the selection committee and/or the City Commission before a final decision is made. The City shall be the sole judge of its own best interests, the proposals and the resulting negotiated agreement. The City's decisions will be final.

Proposals will be evaluated using a number of factors including, but not limited to, the following:

1. **Capacity:** Capacity to serve the needs of local government and to provide multiple services, as may be required (15 points)
2. **Experience:** Successful experience assisting small, rural local government with Lobbying Services, Grants and Appropriations (30 points)
3. **Key Staff and Qualifications:** Certifications, Degrees and other relevant training (15 points)
4. **References** (20 points)
5. **Proposed Fee Schedule** (20 points)

RESPONSE

Interested parties are invited to submit one (1) original marked "ORIGINAL" and five (5) copies marked "COPY" of their proposal in a sealed envelope to the City Clerk. The envelope should be labeled "**RFP #19-03, Governmental Consulting Services**" and marked with the respondent's name and address. Proposals may be mailed or delivered to:

**City of Wauchula
Holly Smith, City Clerk
126 S. 7th Avenue
Wauchula, Florida 33873**

The submittal shall be received by the City only at the above address prior to **2:00 p.m., May 31, 2019.**

The delivery of the submittal on the above date and prior to the specified time is solely the responsibility of the proposer.

The submittal may be withdrawn either by written notice to the City Clerk or in person, if properly identified, at any time prior to the above submittal deadline.

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Proposals, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposals with the City Commission, and any employee of the City of Wauchula, other than the City Clerk or as directed in the Request for Proposals. This prohibition begins with the issuance of any Request for Proposals and ends upon execution of the final contract. Such communications initiated by a proposer **shall** be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INDEMNIFICATION

Individual shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend (by counsel reasonably acceptable to City), indemnify and hold harmless the City, their agents, elected officials and employees from and against, including, but not limited to, all claims, actions, liability, losses, costs (including attorney's fees) arising out of any actual or alleged damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged act or omission of the City Attorney, any substitute, anyone direct or indirectly employed by either of them, or anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule, regulation or infringement of patent rights by individual in the performance of the work; or liens, claims or actions made by the individual or any substitute or other party performing the work.

PUBLIC ENTITY CRIMES STATEMENT

Pursuant to subsections 287.133(2) and (3), Florida Statutes, "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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list." By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The City is an equal opportunity/affirmative action employer. The City is committed to equal opportunity employment effort; and expects individuals that do business with the City to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The City hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the City and will not be subject to discrimination on the basis of race, color, sex or national origin.

DEVELOPMENT COSTS

Neither the City nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Hardee County, Florida or the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACTUAL MATTERS

A copy of the Professional Services Agreement to be entered into with the successful proposer(s) is included with this RFP as Attachment "A".

All contracts are subject to final approval of the City of Wauchula City Commission. Persons who incur expenses or change position in anticipation of a contract prior to the Commission's approval do so at their own risk.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are required to **identify specifically** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure.

All proposals received from proposers in response to this Request for Proposals will become the property of the City and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

UNAUTHORIZED ALIEN(S)

The bidder agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274A of the Immigration and

Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the City.

LIMITATIONS

This request does not commit the City of Wauchula to award a contract. The City reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject all submittals.

The City has provided the information contained in the RFP solely for the convenience of any party that chooses to respond. While the City has made every effort to assure that the information contained herein is accurate and complete, the City makes no warranty or representation regarding the content of the RFP.

ATTACHEMENT "A"
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2019, between the CITY OF WAUCHULA, a municipal corporation, organized and existing under the laws of the State of Florida, by and through its City Commission, situated at 126 S. 7th Avenue, Wauchula, Florida 33873, hereinafter referred to as CITY, and _____ located at _____ hereinafter referred to as CONSULTANT, and whose Federal Employer Identification Number is _____.

WHEREAS, CITY desires to engage a Consultant that has experience with Lobbying and Networking of Grants and Appropriations; and

WHEREAS, CITY has solicited these services in RFP #19-03, included by reference as to the scope of services contained herein; and

WHEREAS, CONSULTANT represents he/she is capable and prepared to provide such Services;

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1.0 Term

1.1 This Agreement shall take effect on the date of its execution by the City Manager.

1.2 The term of this Agreement shall be for three (3) years, commencing upon the effective date, unless otherwise terminated as provided herein.

1.3 The CITY shall have the option to renew the Agreement for two (2) additional one-year periods, as approved by the CITY, at the same terms and conditions by giving the CONSULTANT written notice not less than thirty (30) days prior to the expiration of the initial term.

1.4 The City Manager will approve and execute each renewal or terminate the agreement at the end of any given term.

2.0 Services to Be Performed by CONSULTANT

2.1 CONSULTANT shall perform the services as generally described in the Scope of Work Exhibit "A".

3.0 Compensation

3.1 CITY shall pay CONSULTANT in accordance with Exhibit "B", "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement.

3.2 The Fee Schedule, as set out in Exhibit "B" may be adjusted by an Amendment to the Professional Services Agreement, after mutual written agreement of the parties. The City Manager will approve and execute any fee schedule amendment.

3.3 Each individual invoice shall be due and payable forty-five (45) days after receipt by the CITY of correct, fully documented, invoice, in form and substance satisfactory to the CITY. All invoices shall be delivered to:

City of Wauchula
126 S. 7th Avenue
Wauchula, FL 33873

4.0 Standard of Care

4.1 CONSULTANT has represented to the CITY that he/she has the experience necessary to perform the work in a professional and workmanlike manner.

4.2 CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.0 Indemnification

5.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, CITY and CONSULTANT agree to allocate such liabilities in accordance with this Section.

5.2 Indemnification

5.2.1 CONSULTANT, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to CITY) protect and hold CITY, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), arising out of or resulting from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by CONSULTANT of his/her obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONSULTANT's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, his/her substitutes, agents, employees and invitees; provided, however, that CONSULTANT shall not be obligated to defend or indemnify the CITY with respect to any such claims or damages arising out of the CITY's negligence.

5.2.2 CITY review, comment and observation of the CONSULTANT's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

5.2.3 CONSULTANT agrees that it bears sole legal responsibility for its work and work product, and the work and work product of substitutes and their employees, and/or for CONSULTANT's performance of this Agreement and its work product(s).

5.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of Section 6 shall survive as if the Agreement were in full force and effect.

6.0 Independent Contractor

6.1 CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

6.2 CITY shall have no right to supervise the methods used, but CITY shall have the right to observe such performance.

6.3 CONSULTANT shall work closely with CITY in performing Services under this Agreement.

6.4 The CONSULTANT 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 and shall have no right to speak for or bind the CITY in any manner.

6.5 CONSULTANT further warrants and represents that he/she has no obligation or indebtedness that would impair his/her ability to fulfill the terms of this Agreement.

7.0 Authority to Practice

7.1 The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

8.0 Compliance with Laws

8.1 In performance of the Services, CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

9.0 Subcontracting

9.1 The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor if for any reason CONSULTANT is unable to provide services.

9.2 If a subcontractor fails to perform, as required by this Agreement, and it is necessary to replace the subcontractor, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY. Failure of a subcontractor to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

10.0 Federal and State Taxes

10.1 The CITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CITY will provide an exemption certificate to CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to his/her suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONSULTANT be authorized to use the CITY's Tax Exemption Number in securing such materials.

11.0 Public Entity Crimes

11.1 The CONSULTANT understands and acknowledges that this Agreement with the CITY will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the CONSULTANT, relating to conviction for a public entity crime.

12.0 CITY's Responsibilities

12.1 CITY shall be responsible for providing information in the CITY's possession that may reasonably be required by CONSULTANT to provide services described in Section 2.0.

13.0 Termination of Agreement

13.1 This Agreement may be terminated by the CONSULTANT upon sixty (60) days prior written notice to the CITY.

13.2 This Agreement may be terminated by the CITY with or without cause immediately upon written notice to the CONSULTANT.

13.3 Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the CITY's satisfaction through the date of termination.

14.0 Governing Law and Venue

14.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Hardee County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida.

15.0 Non-Discrimination

15.1 The CONSULTANT warrants and represents that all of his/her employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

16.0 Waiver

16.1 A waiver by either CITY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party 's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

17.0 Severability

17.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

17.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

17.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

17.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

18.0 Entirety of Agreement

18.1 The CITY and the CONSULTANT agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

18.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and CONSULTANT pertaining to the Services, whether written or oral.

19.0 Modification

19.1 The Agreement may not be modified unless such modifications are evidenced in writing signed by both CITY and CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both parties.

20.0 Successors and Assigns

20.1 CITY and CONSULTANT each binds itself/himself/herself and its/his/hers partners, successors, assigns and legal representatives to the other party to this Agreement and to their partners, successors, executors, administrators, assigns, and legal representatives.

20.2 CONSULTANT shall not assign this Agreement without the express written approval of the CITY by executed amendment.

21.0 Contingent Fees

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

22.0 Access and Audits

22.1 CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of practice.

22.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the City of Wauchula shall result in the recovery of any resulting overpayments. The CITY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs and administrative expenses.

22.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

22.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

23.0 Notice

23.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by overnight courier service or by Certified Mail, postage prepaid as follows:

As to City:
City of Wauchula
126 S. 7th Avenue
Wauchula, FL 33873
Attention: City Manager

As to CONSULTANT:

23.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

23.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and CITY.

24.0 Service of Process

As to City: City of Wauchula
126 S. 7th Avenue
Wauchula, FL 33873
Attention: City Manager

As to CONSULTANT:

25.0 Contract Administration

25.1 Services of CONSULTANT shall be under the general direction of the City Commission, or their designee, who shall act as the CITY's representative during the term of the Agreement.

26.0 Key Personnel

26.1 CONSULTANT shall notify CITY in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. CONSULTANT at CITY's request shall remove without consequence to the CITY any Subcontractor or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. CITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name:

Name:

27.0. Annual Appropriations

27.1 CONSULTANT acknowledges that the CITY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the CITY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

28.0 Unauthorized Alien(s)

28.1 The CONSULTANT agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this Agreement. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the City.

29.0 Limitation of Liability.

29.1 In no event, shall the CITY be liable to the CONSULTANT for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this contract by the CITY whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Attest:
HOLLY SMITH
City Clerk

CITY OF WAUCHULA, a municipal corporation, organized & existing under the laws of the State of Florida

By: _____
Holly Smith, City Clerk

By: _____
Terry Atchley, City Manager

Date Approved by Commission: _____

Review as to form and legal sufficiency

_____ Date _____
Thomas A. Cloud
City Attorney

Attest:

By: _____

By: _____

[Print Name]

[Print Name]

[Title]

DATE: _____

DATE: _____



ACKNOWLEDGEMENT

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____
(Date) (Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of
(Type of Identification)

the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____
(Date)

_____ Commission Number _____
(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____
(Name of Notary typed, printed or stamped)

EXHIBIT "A"

SCOPE OF WORK

The City of Wauchula requires qualified firms and/or individuals to provide professional (1) Lobbying Services; (2) Networking of Grants and Appropriations. The firm and/or individuals may, at the discretion of the City, be tasked by written request to administer any programs/grants or appropriations. Duties and responsibilities shall include:

- 1) Lobbying Services - Representation by one or more registered lobbyists as appropriate in Tallahassee during Legislative Committee Weeks and full-time representation in Tallahassee during Legislative Session. Provide strategic legislative expertise and consulting services.
- 2) Networking of Grants and Appropriations - Utilize special Appropriations and Grants together to relieve the City of potential grants matching funds, when possible.
- 3) Review of Issues and Policies - Work with the City Manager, as appropriate, and review State Policies, Programs and Legislation for the purpose of identifying those that will affect the City and its citizens.
- 4) Monitor Committee Meetings - Provide, as needed, monitoring of appropriate Committee Meetings and hearings during Legislative Session.
- 5) Review League of City Policies - Work with the City Manager, as requested, to provide assistance in review of the Florida League of Cities policies.
- 6) Assist in Legislative Priorities - Assist the City Manager in the development of the City's Annual Legislative priorities and strategies.
- 7) Lobby before Committees - Lobby and testify before State government officials as necessary during committee meetings and during session and special sessions.
- 8) Coordinate Appointments - Coordinate meetings and/or appointments with appropriate members of the legislature, as necessary.
- 9) Maintain Contact - Maintain appropriate contact and engagement with the City Manager, as requested on important matters throughout the Agreement term.
- 10) Reports - Provide reports to the City Manager, in writing, orally and/or in person as needed.