

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 5th day of February, 2007, by and between the City of Orlando, a municipal corporation of the State of Florida, hereinafter referred to as the "City," and Southern Strategy Group hereinafter referred to as the "Consultant."

WHEREAS, the City requires representation before the Florida Legislature and the Executive Branch on matters which greatly impact the City; and

WHEREAS, the Consultant is in the business of providing such services and has agreed to provide such services to the City upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises, agreements and undertakings herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I. SCOPE OF SERVICES

- A. During the term of this Agreement, the Consultant shall represent the City with respect to issues relating to municipal issues, which may come before the Florida Legislature and the Executive Branch as directed by the City.
- B. Such representation shall include, but not be limited to, the following:
  - 1. Advise and counsel the City to develop strategies with respect to the municipal legislative issues;
  - 2. Provide the City with periodic written status reports as to the Consultant's progress on legislative matters;
  - 3. Represent the City at appropriate meetings regarding legislative matters;
  - 4. Monitor legislative activities and contact legislators and other appropriate individuals on behalf of the City; and
  - 5. Daily electronic forwarding of relevant newspaper articles, analyses and important governmental announcements.

### ARTICLE II. TERM OF AGREEMENT

This Agreement shall take effect as of February 5, 2007, and shall continue on a month-to-month basis. Either party may terminate this Agreement with thirty (30) days written notice.

City Council Meeting: 2 5 07  
Item: 65 Documentary: 070205605

### **ARTICLE III. COMPENSATION**

- A. The City shall pay the Consultant as consideration for services rendered pursuant to this Agreement, \$6,500 per month, exclusive of travel expenses, upon submission of invoices as provided herein below.
- B. Reimbursement shall be made to the Consultant for travel expenses in accordance with the City's Reimbursable Expenses Policy (Section 133.3 of the Policies and Procedures Manual), attached hereto as Composite Attachment "A." All travel expenses must receive prior written approval from the City.
- C. The Consultant shall submit invoices on or about the first day of each month. Payment for invoices will be due within thirty (30) days of submission of the invoice.

### **ARTICLE IV. NEGATION OF AGENT OR EMPLOYEE STATUS**

The Consultant shall perform the services provided by this Agreement as an independent consultant and nothing contained herein shall in any way be construed to make the Consultant or the employees of the Consultant to be representatives, agents, subagents, or employees of the City. The Consultant certifies the Consultant's understanding that the City is not required to withhold any federal income tax, social security tax, state and local tax, to secure workers' compensation insurance or employer's liability insurance of any kind, or to take any other action with respect to the Consultant's officers and employees.

### **ARTICLE V. INTERESTS OF MEMBERS OF THE CITY**

No member of the governing body of the City and no other officer, official, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the services to which this Agreement pertain shall have any personal interest, direct or indirect, in this Agreement or the Consultant.

### **ARTICLE VI. INTEREST OF THE CONSULTANT**

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any project to which this Agreement pertains or any other interest which would conflict in any manner or degree with its performance of the services hereunder. The Consultant further covenants that no person having such interest shall be employed in the performance of the Agreement.

### **ARTICLE VII. EXTENSION**

This Agreement may not be extended verbally or by conduct but only by a written Amendment duly executed by the parties hereto.

**ARTICLE VIII. COMPLIANCE WITH LAW**

- A. The Consultant shall comply with the applicable requirements of Federal, State and local laws and all Codes and Ordinances of the City as amended from time to time.
- B. The City shall be responsible for preparing any lobbying disclosure forms as may be required by Florida law.
- C. This Agreement shall be governed by and construed in accordance with the laws of Florida, including its conflict of laws provisions.

**ARTICLE IX. DISCLOSURE OF INFORMATION**

- A. All press inquiries are the responsibility of the City.
- B. All oral communications and written correspondence are strictly confidential, except as may otherwise be provided by the Florida Public Records Law.

**ARTICLE X. INSURANCE REQUIREMENTS**

The Consultant, at its own expense, shall keep in force and at all times maintain during the term of this Agreement the following insurance coverage:

- Professional liability coverage with a minimum policy limit of one million dollars (\$1,000,000) per claim (\$100,000 deductible); and
- Automobile liability coverage with a minimum policy limit of three hundred thousand dollars (\$300,000) combined single limit for bodily injury and property damage.

The Consultant shall provide, upon request, proof of its insurance coverage to the City.

**ARTICLE XI. INDEMNITY**

The Consultant shall indemnify, hold harmless, and defend the City, its representatives, employees, and elected and appointed officials, from and against all claims, damages, losses, and expenses of any sort, including reasonable attorney's fees and costs, and reasonable attorney's fees and costs on appeal, arising out of or resulting from any services as may be described or provided in the Agreement, caused by any negligent act or omission of the Consultant, any of its agents or employees, or anyone for whose act or acts it may be liable.

## ARTICLE XII. PRIMARY CONTACT

David Rancourt is the primary contact for the City on executive branch issues. John Thrasher is the primary contact for the City on legislative branch issues. The City must receive prior notice of any change to these designations.

## ARTICLE XIII. NOTICE

Any notice provided under this Agreement shall be given by certified mail, return receipt requested to the parties at the following addresses:

**CITY:** City Clerk  
City of Orlando  
400 S. Orange Avenue  
Orlando, Florida 32801

City Attorney  
City of Orlando  
400 S. Orange Avenue  
Orlando, Florida 32801  
(407) 246-2295 Telephone  
(407) 246-2854 Fax

**CONSULTANT:** Southern Strategy Group  
P. O. Box 10570  
Tallahassee, Florida 32302  
(850) 671-4401 Telephone  
(850) 671-4402 Fax

## ARTICLE XIV. ENTIRE AGREEMENT

It is expressly understood and agreed by the parties hereto that the provisions embodied in this Agreement contain all covenants, agreements, obligations and stipulations agreed upon by the parties upon execution thereof. This Agreement may be modified or amended at any time by mutual agreement in writing of the parties.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, including its conflict of laws provisions.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

**CITY OF ORLANDO**

By: Daisy W. Lynn  
Mayor

ATTEST:

Alana C. Brenner  
City Clerk

**CONSULTANT  
SOUTHERN STRATEGY GROUP**

By: Paul Bradshaw  
Signature  
Paul Bradshaw  
President  
Name & Title, Typed or Printed  
P. O. Box 10570  
Tallahassee, Florida 32302  
(850) 671-4401

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the  
City of Orlando, Florida, only.

Joseph H. ...  
City Attorney  
Date: February 12, 2007