

RESOLUTION NO. 2018-92

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING A CONTRACT WITH PEEBLES, SMITH & MATTHEWS, INC. TO PROVIDE STATE OF FLORIDA LOBBYING SERVICES, INCLUDING GENERAL GOVERNMENT AND MOUNT DORA REGIONAL UTILITIES; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT IN ACCORDANCE WITH SOUND PROCUREMENT PRACTICES AND PRINCIPLES UPON ACCEPTANCE OF OPTION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora is desirous to obtain State of Florida Lobbying Services for the period beginning October 1, 2018 and ending three (3) years thereafter with two (2) additional optional one (1) year renewals.

WHEREAS, the City of Mount Dora received one response to a formal solicitation for such services, and

WEREAS, the City of Mount Dora wishes to exercise one of three options pursuant to the Purchasing Policy Manual adopted on September 21, 2017; and

WHEREAS, the City Council of the Mount Dora must determine which option best serves the interests of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of Option A, B or C. The City Council of the City of Mount Dora hereby approves Option A: execute the Agreement with Peebles, Smith & Matthews, Inc. to provide State of Florida Lobbying Services, as proposed in Exhibit #1; Option B: Negotiate an acceptable contract with Peebles, Smith & Matthews, Inc.; or Option C: Reject the proposal submitted by Peebles, Smith & Matthews, Inc. and resolicit (re-bid) for the necessary services.

SECTION 3. Future Implementing Actions. The City Manager is hereby granted authority to take any and all necessary administrative actions that may be necessary, appropriate and to implement the actions taken in this Resolution to include, but not be limited to, directing the City Clerk, as her employee, to attest to and approve such documents as may be presented to her by the City Manager as executed by the Mayor.

SECTION 4. Savings Provision. All prior actions of the City of Mount Dora pertaining to utility land acquisition services as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

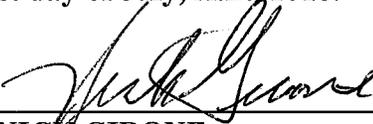
SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney may be corrected.

SECTION 6. Conflicts. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any section or portions of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 31st day of July, A.D., 2018.



NICK GIRONE
MAYOR of the City of Mount Dora, Florida

ATTEST:



GWEN KEOUGH JOHNS, MMC
CITY CLERK

For the use and reliance of City of Mount Dora
only.
Approved as to form and legality.



William Colbert or Jennifer Cockcroft
City Attorney

EXHIBIT #1

**PROFESSIONAL SERVICES AGREEMENT
STATE OF FLORIDA LOBBYING SERVICES
Request for Proposals (RFP) #18-CM-013**

THIS AGREEMENT is made and entered into this 31st day of July, 2018, by and between Peebles, Smith & Matthews, Inc., duly authorized to conduct business in the State of Florida and whose address is, hereinafter, called "LEGISLATIVE CONSULTANT and the **CITY OF MOUNT DORA**, a political subdivision of the State of Florida, whose address is 510 North Baker Street, Mount Dora, FL 32757, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposals (RFP #18-CM-013), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from the LEGISLATIVE CONSULTANT, constitute the entire Agreement between the CITY and LEGISLATIVE CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for a period of up to five (5) years from the date of award.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the LEGISLATIVE CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the LEGISLATIVE CONSULTANT will invoice the City monthly based upon the LEGISLATIVE CONSULTANT'S estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Gwen Johns, City Clerk
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757
(352)735-7126

For Legislative Consultant:
John W. Smith, Principal (Name, Title)
Peebles, Smith & Matthews, Inc. (Company)
PO Box 10930 (Address)
Tallahassee, FL 32302 (City, State, Zip)
(850) 681-7383 (Phone)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in Lake County, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

SECTION 8. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND LEGISLATIVE CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect the LEGISLATIVE CONSULTANT'S duties and obligations hereunder.

SECTION 12. PUBLIC RECORDS NOTICE.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CITY CLERK:

**GWEN JOHNS, 510 NORTH BAKER STREET
MOUNT DORA, FL 32757, (352) 735-7126,
JOHNSG@CITYOFMOUNTDORA.COM.**

Firm agrees to comply with public records laws, specifically to:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the contract term and following completion of the contract if the Legislative Consultant does not transfer the records to the public agency.

- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Legislative Consultant or keep and maintain public records required by the public agency to perform the service. If the Legislative Consultant transfers all public records to the public agency upon completion of the contract, the Legislative Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Legislative Consultant keeps and maintains public records upon completion of the contract, the Legislative Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 13. CITY STANDARD TERMS/POLICIES/PROCEDURES.

All standard City of Mount Dora policies procedures and standard contract provisions shall apply to this RFP and its provisions contained therein, and to the extent of any conflict, the City's standard terms and conditions will supersede. These standard terms can be found on the City's website at: <http://ci.mount-dora.fl.us/DocumentCenter/View/3564>.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by City.

CITY OF MOUNT DORA

Nick Girone
Nick Girone, Mayor

Attest:

Gwen Keough-Johns
Gwen Keough-Johns, City Clerk

Date: _____

Approved as to form & legality as to
City of Mount Dora only.

J. Cockcroft
City Attorney
By: *J. Cockcroft, BCS*

LEGISLATIVE CONSULTANT

Peebles, Smith & Matthews, Inc.

By John W. Smith

John W. Smith

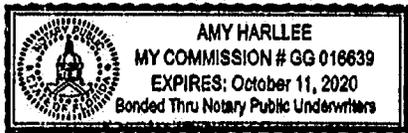
As: Principal

Date: 5/31/18

State of Florida
City of Tallahassee

SUBSCRIBED AND SWORN to before me this 31st day of May, 2018, by
John W. Smith, who is personally known to me to be the
Principal for the Firm, OR who produced the following
identification: _____.

STAMP OR SEAL:



Amy Harlee
Notary Public, State of Florida
My Commission Expires: Oct. 11, 2020

- Attachments: **A. RFP #18-CM-013**
- B. Firm Response to RFP**
- C. Scope of Services**

PROPOSAL PRICING FORM
RFP#18-CM-013
STATE OF FLORIDA LOBBYING SERVICES

Therefore, the undersigned, Hereinafter called "Proposer" hereby certifies that he/she has familiarized himself/herself with the extent of the work, and having examined carefully the scope of services herein, proposed for STATE OF FLORIDA LOBBYING SERVICES.

DESCRIPTION	Annual Lump Sum (in numbers)
Lobbying Services	\$ 42,000.00

Total Proposal Price in Words: Forty-two Thousand Dollars

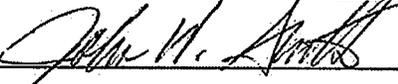
Company Name: Peebles, Smith & Matthews, Inc.

Address: PO Box 10930, Tallahassee, FL 32302

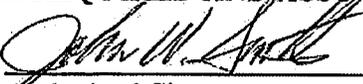
Telephone Number: (850) 681-7383

Email Address: john@psmfl.net

Company Authorized Representative Name: John W. Smith

Signature/Date:  05/30/18

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.


 Authorized Signature

John W. Smith, Principal
 Printed Name & Title

Peebles, Smith & Matthews, Inc.
 Company

05/30/18
 Date

PO Box 10930
 Address

Tallahassee, FL 32302
 City, State, Zip Code

(850) 681-7383
 Telephone No.

(850) 681-7271
 Fax No.

EXHIBIT #1

AGREEMENT FOR STATE LOBBYIST SERVICES

(PEEBLES-SMITH, LLC)

Piggyback Contract (City of Tallahassee)

The City of Mount Dora ("City") enters this "Piggyback" Contract with Peebles-Smith, LLC., a Florida corporation, authorized to do business in the State of Florida, (hereinafter referred to as the "Vendor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Purchasing Policy for the City of Mount Dora allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has been awarded a procurement contract under its successful competitive procurement status with The City of Tallahassee, Florida, said purchasing activity being identified as the "Agreement" Between The City of Tallahassee, Florida and Peebles-Smith, LLC for State Lobbyist Services which arose under "RFP# 0112-16-RWT-BC" relating to services being described in Exhibit "A" referenced below; said original purchasing activity being referred to as the ("original government contract"). The original government contract provides the pricing for City purchase orders issued under this Contract and the City will issue work/task orders, as needed by the City, in order to implement the provisions of this Contract.

2. The original government contract is incorporated herein by reference and is attached as Exhibit "A" to this Contract. All of the terms and conditions set out in the original government contract are fully binding on the parties and said terms and conditions are incorporated herein as well as the City's standard contractual terms and conditions posted on the City's Web site.

3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City, as follows:

- (a) Time Period ("Term") of this Contract is through September 30, 2017.
- (b) Insurance Requirements of this Contract: Insurance Certificate is attached as Exhibit "B".
- (c) Any other provisions of the original government contract that will be modified: The City of Mount Dora agrees to pay the Vendor for the performance of the services listed herein and amount not to exceed Forty-Two Thousand dollars (\$42,000.00) per year as shown In Exhibit "C" for the period beginning October 1, 2016 and ending on September 30, 2017. The Vendor will bill the City monthly based on a proration of the total fee. Out-of-town travel expenses will be reimbursed only if pre-approved.

4. Address change for the City: Notwithstanding the address and contact information for the government entity as set out in the original government contract, the Vendor agrees that he/she/it shall send notices, invoices and shall conduct all business with the City to the attention of the City Manager, at: City of Mount Dora, 510 North Baker Street, Mount Dora, Florida 32757. The City Manager for this Contract is Ms. Robin Hayes; City Hall; City of Mount Dora; 510 N. Baker Street; Mount Dora, Florida 32757, telephone number (352.735.7126) and whose e-mail address is: hayesr@cityofmounddora.com.

5. Notwithstanding anything in the original government contract to the contrary, the venue of any dispute will be in Lake County, Florida. Litigation between the parties arising out of this Contract shall be in Lake County, Florida in the Court of appropriate jurisdiction. The law of Florida shall control any dispute between the parties arising out of or related to this Contract, the performance thereof or any products or services delivered pursuant to such Contract.

6. Notwithstanding any other provision in the original government contract to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the court of appropriate jurisdiction in Lake County, Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

7. All the services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any Federal, State, or local regulatory authority.

8. All other provisions in the original government contract are fully binding on the parties and will represent the agreement between the City and the Vendor, but see City's Web site.

9. The Vendor agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, *Florida Statutes*, the Vendor must:

(a). Keep and maintain public records required by the City to perform the service,

(b). Upon request from the City's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law,

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the City,

(d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City, and

(e). If the Vendor does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the Vendor shall be subject to all rights and remedies of the City and the public under controlling State law. A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Vendor of the request, and the Vendor must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the Vendor to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The Vendor shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the City with a copy of the Vendor's response to each such request.

IF THE CONTRACTOR (VENDOR) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S (VENDOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 735-7126, JOHNSG@CI.MOUNT-DORA.FL.US, 510 N. BAKER STREET, MOUNT DORA, FL 32757.

Entered this 23rd day of January, 2017

Peebles-Smith, LLC:

By: 

Authorized Signature

Amy Hardee

Vendor Attest Signature

1/23/17

Date:

City of Mount Dora:

By: 

Nick Girone, Mayor Signature



City Clerk Attest Signature

1-17-17

Date

Approved as to form and legal sufficiency:



Mr. Lonnie Groot - City Attorney Signature