LOBBYING SERVICES AGREEMENT

THIS AGREEMENT is entered into this 9th day of January, 2017, by and between the City of Plant City, a Florida municipal corporation ("City") and Southern Strategy Group of Tampa Bay, LLC ("Company"), whose address is 201 East Kennedy Boulevard, Suite 1450, Tampa, FL 33602.

WHEREAS, CITY desires to retain Company to render certain lobbying services, as described herein; and

WHEREAS, Company represents that Company is qualified, willing and able to provide the described services according to the terms of this Agreement; it is therefore agreed that:

1. SCOPE OF AGREEMENT. The purpose of this Agreement is for Company to provide lobbying services to City and to represent the City in Tallahassee, Florida, with the Legislature, Governor and the Florida Executive Branch. Company shall work closely with the City Manager in the development and ongoing implementation of the programs and initiatives outlined above and shall provide, at a minimum, the following services:

A. Meet with City staff and City Commissioners to assist in the development of the City's list of goals, priorities and specific projects. Identify which of these goals, priorities and specific projects could be addressed at the State level and assist in developing written material on each request to present to congressional staff.

B. Provide City staff and City Commissioners with any new information that may impact, and actively seek opportunities to enhance the City's State Legislative program and provide options as to legislative strategy when necessary.

C. Revise the City's State legislative program as needed, and as requested by the City Commissioners through City Staff.

D. Monitor current State legislation and the State budget process and report to the City, both orally and in writing, any legislative events that may directly or indirectly impact the City.

E. Provide the City with regular reports and updates on all legislative and budgetary issues that may impact the City.

F. Advocate the Florida legislature in support of the City's goals, priorities and projects.

G. At the conclusion of the session, prepare a final report, including the final status of the City's priorities and a summary of the impact of major legislative changes to Plant City.

H. Monitor various State agency actions for potential impact on the City and, in the event that action is needed, advise the City.

I. In addition, as a part of the scope of service, Southern Strategy Group of Tampa Bay, LLC will provide ancillary services such as electronically forwarding to the City on a daily basis relevant newspaper articles, analyses, and important government announcements.

The terms of the Request for Proposals 17-006CM-MH and Company's Response are hereby incorporated herein by this reference. **Notwithstanding, no deviations in the Company's Executed Response from the Request for Proposals or other Contract documents prepared by the City shall be incorporated herein unless expressly provided in this Contract. Any conflict with the Company's Response and the Request for Proposal and other contract documents prepared by the City shall be construed in favor of the contract documents prepared by the City.**

2. COMMENCEMENT AND TERM. The term of this Agreement shall be from February 1, 2017 through January 31, 2018, unless terminated as provided in paragraph 7 herein. The City Manager may extend this Agreement on a month to month basis up to twenty-four (24) months upon the same terms and conditions of this Agreement.

3. PAYMENTS TO COMPANY. The City shall pay Company $50,000.00 per year, to be billed in monthly installments in the amount of $4,166.67 beginning February 1, 2017. Company will send an invoice on the first day of each month for the current month's services and payment is due by the end of each month. All payments should be remitted to P.O. Box 10570, Tallahassee, FL 32302.

Costs directly attributable to the performance of this work will be billed in addition to the monthly retainer, and these costs may include travel and other expenses incurred on City's behalf. No monthly costs that in the aggregate exceed $500.00 shall be incurred without City's prior approval.

4. LOBBYIST REGISTRATION REQUIREMENTS. City agrees to complete any forms necessary to comply with lobbyist registration requirements under Florida law that may arise as a result of Company's representation of City during the term of this Agreement or after its termination should reporting periods overlap.

5. WAIVER AND MODIFICATION CLAUSE. Any waiver, modification or cancellation of any term or condition of this Agreement, including, but not limited to, any increases or decreases in Company's compensation, must be agreed to in writing and signed by both parties in order to be effective.

6. CONFLICTS. Company has affiliated offices in other states and within the State of Florida. Company shall decline representation of clients when that representation

would immediately create a direct conflict with City. At the time of the execution of this Agreement, Company has no conflicts with other clients.

7. TERMINATION.

A. If City materially breaches this Agreement, Company may terminate the Agreement and shall thereafter be entitled to compensation for services actually performed hereunder prior to such breach. Company expressly waives any and all other claims and remedies against City, including incidental and consequential damages. Company shall give written notice to City of any alleged breach and City shall have ten (10) days from the date of such notice in which to cure the breach before Company may proceed under this paragraph.

B. If Company materially breaches this Agreement, City may terminate the Agreement and shall thereafter have available to it all rights and remedies in law and equity, the exercise of which shall be cumulative rather than exclusive. City shall give written notice to Company of any alleged breach and Company shall have ten (10) days from the date of such notice to cure the breach before City may proceed under this paragraph.

C. Notwithstanding any provision herein to the contrary, either party may terminate this Agreement without regard to cause with thirty (30) days' written notice.

8. CONSTRUCTION. This Agreement shall be governed by the laws, rules and regulations of the State of Florida.

9. LAWS, ORDINANCES. Company shall observe and comply with all Federal, State and local laws, ordinances, rules and regulations that would apply to this Agreement.

10. STATEMENT OF ASSURANCE. During the performance of this Agreement, Company assures CITY that Company is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977; that Company does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against Company's employees or applicants for employment. This Agreement is expressly conditioned upon the veracity of this Statement of Assurance and Company's compliance with Title VII of the Civil Rights Act of 1964 when federal grant(s) is/are involved. Other applicable Federal and State laws, Executive Orders and regulations prohibiting such discrimination are also included by this reference. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

11. PUBLIC ENTITY CRIMES. In accordance with Section 287.133, Florida Statutes, any 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 a public entity, and may not transact business with any public entity of the threshold amount provided in Section 218.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By execution of this Agreement, Company assures City that none of its officers, directors, executives, partners, shareholders, employees, members or any of its agents who are active in management have been convicted of a public entity crime. In the event that any of its officers, directors, executives, partners, shareholders, employees, members or any of it agents who are active in management are convicted of a public entity crime, Company shall immediately notify City.

12. NON-WAIVER. No failure by City to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available upon a breach hereof, shall constitute a waiver of any such breach or of any such term or condition. No waiver of any breach shall affect or alter any term or condition in this Agreement, and each such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

13. NON-EXCLUSIVE. City reserves the right to use other lobbyists at its discretion. Nothing in this Agreement shall preclude City from using any other firm to provide lobbying services during the term of this Agreement.

14. RELATIONSHIP OF THE PARTIES. Nothing contained in this Agreement shall be deemed or construed to the relationship between the parties of principal and agent, or of partnership or joint venture, or of employer and employee; it being expressly agreed that the relationship of Company to City is that of an independent contractor.

15. VENUE. Venue for any action to enforce this Agreement shall be Hillsborough County, Florida.

16. NOTICES. All notices required or permitted hereunder shall be in writing and shall be deemed to have been delivered hereunder if mailed by first class, certified mail, postage prepaid, to the respective parties at the respective addresses:

CITY:
Michael Herr
City Manager
City of Plant City
302 West Reynolds Street
Plant City, FL 33563

With a copy to:
Kenneth W. Buchman
City Attorney
302 West Reynolds Street
Plant City, FL 33563

COMPANY:
Seth McKeel
Managing Partner
Southern Strategy Group of Tampa Bay, LLC
201 East Kennedy Boulevard, Suite 1450
Tampa, FL 33602

With a copy to:
Southern Strategy Group of Tampa Bay, LLC
P.O. Box 10570
Tallahassee, FL 32302

17. SUCCESSORS AND ASSIGNMENTS. The covenants contained in this Agreement are binding on the parties and their respective successors, legal representatives and assignees, if any; however, this Agreement may not be assigned by Company to any third party without the prior consent of City.

18. SEVERABILITY. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

19. PUBLIC RECORDS.

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, COMPANY SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Kerri J. Miller
City Clerk
302 W. Reynolds Street
Plant City, FL 33563
Phone: 813-659-4200
kmiller@plantcitygov.com

Company shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Company shall (a) keep and maintain public records required by City in order to perform the service under this Agreement; (b) upon request from the City Clerk, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided under Florida's Public Records 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 this Agreement term and following completion of this Agreement if Company does not transfer the records to City; and (d) upon completion of this Agreement, transfer, at no cost, to City all public records in possession of Company or keep and maintain public records required by City to perform the service. If Company transfers all public records to City upon completion of this Agreement, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of this Agreement, Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology system of City.

20. DUTY TO CITY. Since City has entrusted this work to Company, Company shall use its professional expertise to protect the interests of City at all times with regard to its performance under this Agreement. Company shall assume towards City a professional relationship of trust, confidence and fair dealing. The quality of Company's work shall be consistent with the requirements stated herein and with prevailing standards.

21. CAPTIONS. All titles to clauses contained in this Agreement are for identification only and shall not be construed as being a substantive part of the Agreement.

22. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. It may not be modified or terminated orally and not claimed modification, termination or waiver shall be binding on City unless in writing signed by an authorized representative of City. No modification or waiver shall be deemed effected by Company's acknowledgement or confirmation containing other or different terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by themselves or their duly authorized officers or agents and their seals to be affixed hereunto the day and year first written above.

City:

By: _____
Michael Herr
City Manager

ATTEST:

Kerri J. Miller
City Clerk

Approved as to form and correctness:

Kenneth W. Buchman
City Attorney

Company:

Southern Strategy Group of Tampa Bay, LLC

Witnesses:

Print Name: Crystal M Reynolds

Print Name: W.A. Storey, Jr.

By:
Seth McKeel
Managing Partner