

**CONTRACT FOR CONSULTING SERVICES
BETWEEN CITY OF PENSACOLA AND
H2 SOLUTIONS, L.L.C.**

THIS CONTRACT (“Contract”) is made this First_day of January, 2020, by and between the City of Pensacola (“City”), a Florida municipal corporation created and existing under the laws of the State of Florida, and H2 SOLUTIONS, L.L.C, (“Consultant”), a limited liability company authorized to do business in Florida, located at 2480 State Road 30A, Port St. Joe, Florida 32456, (the City and Consultant collectively referred to hereinafter as the “Parties”).

WITNESSETH:

WHEREAS, the City desires specific consulting services relating to monitoring, advancing and informing City officers concerning pending state legislation and other matters of municipal interest; and

WHEREAS, the Consultant submitted to the City a proposed statement of work, fees information, insurance requirements, and other information related to the consulting services requested (all such documentation hereinafter referred to as the “Proposal”), attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the City has accepted the Proposal; and

WHEREAS, the Parties desire the Consultant perform as described in the Proposal and pursuant to the terms and conditions of this Contract (the Proposal and this Contract collectively referred to hereinafter as the “Contracting Documents”); and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, and of the mutual covenants contained herein and the mutual benefits to flow each unto the other, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.

The recitals contained above are declared by the Parties to be true and correct and are incorporated into this Contract.

Section 2. Consultant’s Obligations.

The Consultant shall perform all work and services described in, and in accordance with, the Contracting Documents. The Consultant warrants that all equipment, materials and workmanship furnished whether furnished by Consultant or its sub-suppliers, will comply with the Contracting Documents and any City specifications, drawings and other descriptions supplied or adopted, and will be new, fit and sufficient for the purpose for which they are intended, of good materials,

design and workmanship and free from defects or failure. The City, or its duly authorized representative, shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Consultant shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of this Contract. The Consultant is responsible for and shall indemnify City against all damage or loss caused by fire, theft or otherwise, to materials, tools, equipment, and consumables left on City property by the Consultant.

Section 3. Term.

This agreement shall commence on January 1, 2020, and continue unless earlier terminated by either party until December 31, 2020.

Section 4. Payment.

The Consultant agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Consultant's sole cost and expense, in consideration of the total amount of Two Thousand Dollars ((\$2,000) per month to be paid by the City in accordance with the Contracting Documents upon the complete performance by Contract, or based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contracting Documents, and such payment in accordance with the Florida Prompt Payment Act. The Consultant agrees to pay to the City any difference between the sum to which the Consultant would be entitled herein upon the completion of the work and services in the Contracting Documents, and the sum to which the City may be obliged to pay for the completion of performance by the Consultant or other party, and any damage, direct or indirect, or consequential, which may be sustained on account of Consultant's acts or omissions in the performance of this Contract.

Section 5. Bond.

Consultant shall provide any bond as required in the Contracting Documents. Should the City, in the City's sole discretion, at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Consultant shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Consultant unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Consultant.

Section 6. Performance Schedule.

The Consultant shall commence and complete all work and services pursuant to the Contracting Documents.

Section 7. Necessary Approvals.

Consultant shall procure all permits, licenses, and certificates, or any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contracting Documents.

Section 8. No Waiver.

No waiver, alterations, consent or modification of any of the provisions of the Contracting Documents shall be binding unless in writing and signed by the Mayor.

Section 9. Governing Law.

This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions or proceedings arising out of this Contract.

Section 10. Venue.

Venue for any claim, actions or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination.

Consultant shall not discriminate on the basis of race, creed, color, national origin, sex, age, or disability, in the performance of this Contract.

Section 12. No Other Agreements.

The Parties agree the Contracting Documents contain all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 13. Termination for Convenience.

The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 14. Public Records Act.

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

Section 15. Notices.

All notices, invoices, payments and other similar communications shall be made in writing and may be given by personal delivery, by mail or email. Unless otherwise designated in writing by the parties, all notice, bills, invoices and payments should be addressed as follows:

City: Keith Wilkins, City Administrator
City of Pensacola
222 W. Main Street
Pensacola, FL 32502
(850) 435-5627
KWilkins@cityofpensacola.com

Consultant: H2 Solutions, L.L.C.
2480 State Road 30A
Port St. Joe, FL 32456
(850) 519-3887
CHolley3887@gmail.com

Section 16. Indemnification.

Consultant agrees to indemnify and hold harmless the City of Pensacola, its officers, agents and employees, from all claims, damages, liabilities or lawsuits of any nature arising out of, because of, or due to the breach of this agreement by the Consultant, or due to any negligent act or occurrence of omission or commission of H2Solutions, L.L.C.

Section 17. Entire Agreement.

This Agreement is acknowledged to constitute the entire agreement and understanding between the parties and that the provisions of this Agreement supersede any prior oral or written representations made by either party prior to execution of this Agreement.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

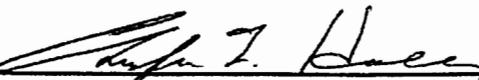
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed the day and year first above written.

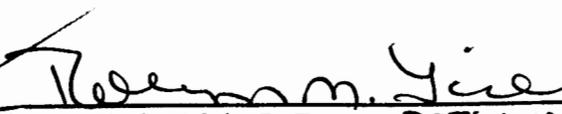
CONSULTANT

CITY OF PENSACOLA, FLORIDA

H2 Solutions, L.L.C.
(Consultant's Name)


Mayor, Grover C. Robinson, IV

By: 
Member


ASSISTANT City Clerk, ~~Erica L. Burnett~~ ROBYN M. TICE

CHRISTOPHER L. HOLLEY
(Printed Member's Name)

Approved As To Substance:

By: 
Member

Department Director/Division Head

JESSICA HOLLEY
(Printed Member's Name)

Legal in form and valid as drawn:

(SEAL)


City Attorney

Attachment "A"

PUBLIC RECORDS: Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor shall:

- 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 City 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 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 Agreement term and following the completion of the Agreement if Consultant/ Contractor/Vendor does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.

EXHIBIT A

CONSULTANT'S PROPOSAL

Scope of Work

H2 Solutions, L.L.C., proposes the following Scope of Work for the City of Pensacola:

1. Assist the City of Pensacola in developing strategies for economic development, the securing of public or private funding for public projects, monitoring and advising City officers with respect to pending legislation,
2. Registering as a lobbyist for the City of Pensacola, and serving in such capacity.
3. Interacting on behalf of the City of Pensacola with the Florida League of Cities, the Florida Association of Counties, and such other organizations as the City may select for the purpose of advancing the City's sources of information and input on pending matters that may be in the City's best interests.
4. Performing such other tasks as the Mayor or his designee may direct.

Compensation

H2 Solutions, L.L.C., shall be compensated for services performed hereunder at the rate of Two Thousand Dollars (\$2,000.00) per month, payable by the 10 of the month following the submission of an invoice detailing the services performed in the preceding month. Correct invoices are to be submitted to the Office of the City Administrator by the end of the month and approved by the Administrator or his designee prior to payment.

Expenses

Travel expenses for travel authorized by the City shall be reimbursed according to the GSA schedule and procedures utilized by the City of Pensacola for its staff and contractors.

Reasonable non-travel expenses shall be reimbursed when they have been approved in advance of expenditure by the City Administrator or his designee.

Office space, equipment and services will be provided to the Consultant when on-site at the City of Pensacola.

Capacity of Service

H2 Solutions, L.L.C., acting through its Managing Member, shall fulfill the requirements of this contract as an independent contractor, and not as an employee, officer or agent of the City of Pensacola. The City will provide direction with respect to the project or objective to be

achieved, and the consultant will select the manner, means and time for performing the services requested. Neither the corporate consultant nor its members, officers, agents or employees shall accrue and benefits from the City of Pensacola other than the compensation provided by this agreement, nor shall they be regarded as officers, agents, or employees of the City of Pensacola.

CONTRACTS/AGREEMENTS REQUIRING MAYORAL SIGNATURE
FINAL DOCUMENT REVIEW FORM
(blue form page 1)

DEPARTMENT

Document Title: Contract for Consulting Svcs with H2 Solutions

Project Contract Lease Other (Check One)

Brief Description: _____

Scope of work Exhibit A January 1 - December 31, 2020

001.512.0001.000200.9335.119112

Contract Cost: \$ 2,000/mo for 12 mos Department: OOTM

Approved by Mayor: / / Department Contact Person: Keith Wilkins

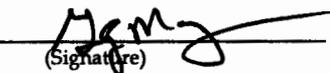
OR

Approved By Council: / / Sent to Contract Admin. (Purchasing) 12 / 27 / 2019

CONTRACT ADMINISTRATOR (PURCHASING) Date Received 12/27/2019

Debarment Check

Pending (See comments below): _____ Sent to Department / /

Approved:  (Signature) Sent to Budget Review 12/27/2019

Comments: _____

BUDGET REVIEW Date Received 12/27/19

Pending (See comments below): _____ Sent to Department / /

Approved:  (Signature) Sent to Risk Manager 12/27/19

Comments: _____

RISK MANAGER Date Received 12/30/19

Pending (See comments below): _____ Sent to Department 12/30/19

Approved:  (Signature) Sent to City Attorney / /

Comments: Current COI is on file

CONTRACTS/AGREEMENTS REQUIRING MAYORAL SIGNATURE
FINAL DOCUMENT REVIEW FORM
(blue form page 2)

CITY ATTORNEY

Date Received 12/31/19

Pending (See comments below): _____

Sent to Department / /

Approved: [Signature] (Signature) [Signature] (Signature)

Sent to Mayor 12/31/19

Comments: _____

MAYOR'S OFFICE (CITY ADMINISTRATOR)

Date Received 1/2/20

Pending (See comments below): _____

Sent to Department / /

Approved: [Signature] (Signature)

Sent to City Clerk / /

Comments: _____

CITY CLERK

Date Received 1/3/20

Pending (See comments below): _____

Sent to Dept/ Admin/Legal / /

Approved: [Signature] (Signature)

Retained original copy in Maxxvault

Comments: _____

Returned 0 original(s) to Department 1/3/20

Initials: RMT

EMAILED ELECTRONIC
FILE TO SUSAN SOUTHARD