

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: 2009-156

1. Requested Motion:

Meeting Date:

Approve contract with William J. Peebles, P.A. for lobbying and strategic planning services to the Town for calendar year 2010.

December 21, 2009

Why the action is necessary:

This action fulfills Town Council direction to negotiate an renewal of the Agreement with William J. Peebles for lobbying and strategic planning services to the Town.

What the action accomplishes:

This action would acquire lobbying and strategic planning services for the Town for calendar year 2010 .

2. Agenda:

3. Requirement/Purpose:

4. Submitter of Information:

Consent
 Administrative

Resolution
 Ordinance
 Other: Contract

Council
 Department: Town Manager
 Town Attorney

5. Background:

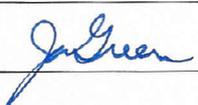
The Town entered into an agreement with William J. Peebles, P.A. for lobbying and strategic planning services for calendar year 2009. Council recently directed the Manager and Town Attorney to negotiate a renewal of this agreement for 2010 and to add various transportation-related services to this agreement in addition to the prior scope of services; see Exhibit A, Scope of Services, paragraph 1 (i). Compensation under the agreement has been increased to \$64,000.00 (from \$44,000) to accommodate the additional services.

Attachment:
Proposed Agreement with William J. Peebles, P.A. dated January 1, 2010

6. Alternative Action: Do not approve contract or provide other direction.

7. Management Recommendations:

8. Recommended Approval:

| Finance Director | Public Works Director | Comm. Development Director | Town Clerk | Town Attorney | Town Manager |
|------------------|-----------------------|----------------------------|------------|---------------|---|
| | | | | |  |

9. Council Action:

Approved Denied Deferred Other

SERVICE PROVIDER AGREEMENT
WILLIAM J. PEEBLES, P.A.

This SERVICE PROVIDER AGREEMENT is entered into effective on the 1st day of January, 2010, by and between the Town of Fort Myers Beach, 2523 Estero Boulevard, Fort Myers Beach, FL 33931, a municipal corporation of the State of Florida (hereafter "Town"), and William J. Peebles, P.A., 310 West College Avenue, Tallahassee, FL 32301 (hereafter "Provider"), for the Provider to render professional consultant services to the Town for strategic planning, legislative and executive branch lobbying, transportation consulting, and such services as are set forth below.

1. Scope of Services. Provider shall perform the services and work as set forth in "Scope of Services" which is attached hereto as Exhibit "A" and made a part of this Agreement. Provider warrants and represents that it is qualified, willing and able to provide and perform all such services in accordance with the terms of this Agreement. The parties shall have the ability to change the Scope of Services by mutual written agreement.
2. Term. The term of this Agreement is set forth on Exhibit A.
3. Payment Obligation. The Town shall pay for all services rendered hereunder by the Provider and completed in accordance with this Agreement, as set forth in Exhibit "B," which is attached hereto and made a part of this Agreement.
4. Provider's Obligations. The Provider's obligations shall include, but are not limited to, the following:
 - a) Licensure. The Provider shall maintain all licenses and/or certifications required by any governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.
 - b) Provision of Services. The Provider shall perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the Provider. The parties contemplate that services under this agreement will be rendered and/or supervised by William J. Peebles through the professional association specified above, e.g., William J. Peebles, P.A. Other personnel assigned by Provider hereunder will be qualified to perform such duties. Provider is solely responsible for all taxes incurred by Provider and shall make all deductions required of employers by state, federal and local laws.
 - c) Disclosure. The Provider warrants it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that he has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for him, any fee, commission, percentage, gift or other compensation contingent upon or resulting from the award or making of this Agreement.
5. Commencement and Completion of Work. The Town shall provide written notice to the Provider that it is authorized to commence work. The Provider thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. Should the Provider fail to commence, provide, perform, and/or complete any of the services and work required hereunder in a timely and diligent manner, the Town may consider such failure as justifiable

cause to terminate this Agreement, in addition to any other remedies the Town may have.

6. Inclusion of Additional Documents. Not applicable.
7. Termination of Agreement. Either party may terminate this Agreement without cause upon thirty (30) calendar days' prior written notice to the other, in which case the Town shall compensate the Provider for all services performed prior to the effective date of termination. In addition, the Town shall have the ability to terminate this Agreement at any time for cause.
8. Assignment, Transfer and Subcontracts. The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from the merger or consolidation of Provider with a third party. The Provider shall have the right, subject to the Town's prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider in connection with its performance of services and work pursuant to this Agreement.
9. Maintenance of Records. The Provider will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to this Agreement. Said records and documentation will be retained by the Provider for a minimum of two (2) years from the date of termination of this Agreement, or for such period as required by law. The Town and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during this Agreement the next succeeding two (2) years.
10. References to Town. All references to "the Town" or "the Town of Fort Myers Beach" shall be deemed to include its employees, agents, and/or authorized representatives.
11. Modification. Except as set forth in Paragraph 1 above, modifications to this Agreement shall only be valid when made in writing and signed by both parties. In the event of any conflict between the requirements, provisions, and/or terms of this Agreement and any subsequent written modification hereto, the most recently executed document shall take precedence.
12. Miscellaneous Provisions.
 - a) Applicable Law. This Agreement shall be governed by the laws, rules and regulations of the State of Florida.
 - b) Non-Discrimination. The Provider covenants that no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, national origin, handicap, or sex in Provider's furnishing of services hereunder.
 - c) Headings. The headings of the Articles, Sections, Exhibits, and Attachments in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.
 - d) Entire Agreement. This Agreement, including any Exhibits, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.
 - e) Notices. All notices hereunder shall be in writing and shall be sent via U.S. Postal Service, first class mail, to the other party's address as listed at the beginning of this Agreement. Either

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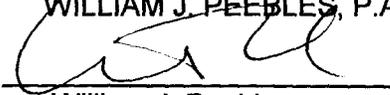
party may change its address by prior written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

TOWN OF FORT MYERS BEACH

BY: _____
Larry Kiker, Mayor

PROVIDER:
WILLIAM J. PEEBLES, P.A.

BY:  _____
William J. Peebles

APPROVED AS TO LEGAL FORM:

BY: _____
Anne Dalton, Town Attorney

ATTEST:

BY: _____
Michelle Mayher, Town Clerk

EXHIBIT "A"

TO THE SERVICE PROVIDER CONTRACT DATED JANUARY 1, 2010, BETWEEN THE TOWN AND PROVIDER.

1. *SCOPE OF SERVICES*: The Provider shall perform the following services under this Agreement:

- a. Assist the Town Council with identifying legislative priorities including capital improvement funding and other legislative issues; and
- b. Assist the Town Council in formulating legislative positions; and
- c. Assist the Town Council with scheduling meetings with key Legislators and Administrative Departments; and
- d. Lobby issues and matters identified above with the executive and legislative branches on behalf of the Town; and
- e. Provide regular e-mail updates to the Town Council and Town staff regarding lobbying services; and
- f. Send Legislative Alerts to the Town Council and Town staff; and
- g. Attend up to four Council meetings, MPO meetings or workshops as requested by the Town ; and
- h. Assist the Town with appropriation requests; and
- i. Support the Town's efforts to implement short and long-term improvements to Estero Boulevard which is a priority of the Town as identified in the *Town of Fort Myers Beach Comprehensive Plan* and the *Estero Boulevard Streetscape Master Plan* by:

(i) Provide advice and recommendations to the Town Council, Town Manager and other Town representatives regarding actions to be taken to plan, develop, and fund short and long-term improvements to Estero Boulevard. This will include identifying funding alternatives and attempting to ensure that potential improvements to Estero Boulevard are considered in all phases of the transportation planning and project development process administered by the Florida DOT, Lee County MPO, Lee Tran, and Lee County; and

(ii) Provide liaison activities for the Town to appropriate local, regional, state, and federal agencies on transportation issues as directed; and

(iii) Provide support to Town Council's appointed representative on the Lee County MPO. This support will include attending relevant meetings of the MPO (subject to the cap provided elsewhere in this Scope of Services), providing email briefings for the Council regarding major issues likely to be discussed by the MPO, preparing position papers in support of Town Council resolutions, and providing other similar assistance as requested. Also, it will be important to strive to ensure that improvements to Estero Boulevard are fully considered in the planned update of the Lee County MPO 2035 Long-Range Transportation Plan during 2010; and

(iv) Monitor growth management activities at the state and local level that will impact the town's transportation planning requirements. This will include the new requirement in Senate Bill 360 (enacted in 2009) for the Town to prepare a mobility plan to support and fund mobility on the island, and advising the town on the results of the "mobility fee" study being conducted

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by the Department of Transportation and the Department of Community Affairs and any subsequent legislative action taken.

2. *TERM*: This Agreement shall commence on January 1, 2010 and will end on December 31, 2010, subject to the either party's ability to terminate the Agreement as set forth elsewhere.
3. *TOWN LIAISON(S)*. The Town liaison(s) for Provider's services under this Agreement is/are
_____.

EXHIBIT "B"

TO THE SERVICE PROVIDER CONTRACT DATED JANUARY 1, 2010, BETWEEN THE TOWN AND PROVIDER.

PAYMENT OBLIGATION

1. The Town shall pay the Provider the total sum of sixty-four thousand (\$64,000.00) dollars, subject to either party's ability to terminate as provided elsewhere herein. Commencing on January 1, 2010, Provider shall submit an invoice for each thirty (30) day period. Services rendered during the months of January through June shall be billed in the amount of eight thousand, seven hundred and fifty (\$8,750.00) dollars per month. The remaining balance due shall be billed in six equal installments.
2. The sum specified above includes any and all of Provider's out-of-pocket expenses, including but not limited to travel expenses for not more than four (4) trips to the Town of Fort Myers Beach, related to the provision of services under this Agreement. Notwithstanding the prior sentence, however, Provider shall receive additional reimbursement for out-of-pocket costs associated with five (5) or more trips to the Town of Fort Myers Beach during the term of this Agreement, to be negotiated between the parties in advance of such travel.