

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the "Agreement"), entered into this 15th day of October 2023, is between the City of Sanibel (the "City") a Florida Municipality with its principal place of business at 800 Dunlop Road, Sanibel, FL 33957, and WMVP, LLC dba PooleMcKinley, (the "Firm") a Delaware limited liability company with its principal place of business at 106 East College Avenue, Suite 1100, Tallahassee, FL 32301. For purposes of this Agreement, the City and the Firm are referred to collectively as "the Parties."

AGREEMENT

A. Scope of Services

Under the terms of this Agreement, the Firm will report to the City Manager but be available to speak with City Councilmembers and staff as needed, for the purpose of providing to the City professional consulting services, including but not limited to:

- Meet and work with City staff to draft, develop, recommend, review, critique, edit, and prioritize proposed legislative priorities ahead of the legislative sessions;
- Participate in presenting the proposed legislative priorities to the City Council;
- Develop and execute strategies to accomplish the legislative goals and priorities of the City Council;
- Monitor legislative activity that could materially impact Sanibel and suggest the most effective approach in achieving the best outcome for the City;
- Provide regular updates during session on issues that are important to Sanibel, including the City's legislative priorities;
- Work to secure sponsors for bills and amendments that further the legislative goals and priorities of the City;
- Lobby for or against bills to achieve the legislative goals and priorities of the City;
- Coordinate and participate in meetings with individual State lawmakers and City representatives;
- Engage the Governor's Office and State agencies, as necessary, to achieve the goals and objectives of Sanibel;
- Report on funding opportunities that would benefit Sanibel;
- Draft support letters for local official's signatures, as needed; and
- Promptly notify the City of any potential or actual conflicts of interest arising from the lobbying firm's legislative efforts.

B. Representations by City

The City represents that: (1) no fees, expenses, or other amounts paid to the Firm in connection with this Agreement shall be paid from any Federal or State appropriated; and (2) the City shall timely complete and submit any required lobbying registration forms and report.

C. Obligation of the Firm

1. The Firm will perform its responsibilities under this Agreement in an ethical and businesslike manner.

2. The Firm will submit all reports required of it by Federal and State lobbying disclosure and/or reporting laws.

D. Obligations of City

Assisting with Government Disclosures by the Firm. The City recognizes that the Firm may periodically be required to file Federal and State lobbying disclosure forms which may require the City's signature. The City agrees to cooperate in the Firm's efforts to file these disclosures, including but not limited to, providing timely signatures on disclosure forms provided by the Firm.

E. Compensation and Termination

The firm will provide all the services requested for an annual fee of Fifty Thousand Dollars (\$50,000). The City will be invoiced monthly in equal portions of Four Thousand, One Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$4,166.67) per month. Either party may terminate the contract for any reason with a 30-day written notice.

F. Limitation of Liability.

The City will indemnify and hold harmless the Firm, its officers and employees, against any loss or expenditure (including but not limited to attorney's fees and costs) incurred as a result of the Firm or its employees receiving any subpoena, request for documents, request for production, request for deposition or testimony, or any other request or demand, whether or not the Firm is a target, subject, or party to any such claim, suit, investigation, or proceeding) based upon or relating to any work done at the City's direction under this Agreement .

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES EVEN IF IT HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE FIRM BE LIABLE TO THE CITY IN AN AMOUNT IN EXCESS OF COMPENSATION PAID TO THE FIRM DURING THE PRECEDING TWELVE MONTHS BEFORE THE DETERMINATION OF LIABILITY.

F. Public Records

1. The CITY is a public agency subject to Chapter 119, Florida Statutes, the Public Records Law. As a service provider to the CITY, the FIRM is also subject to the Public Records Law pursuant to Section 119.0701, Florida Statutes, and shall comply with Florida's Public Records Law. Unless specifically exempted by Florida law, in whole or part, the FIRM shall:
 - a. Keep and maintain public records required by the CITY in order to perform the service. This shall include all records relating to the FIRM'S services provided to the CITY and includes "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission."
 - 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 contract term and following completion of the contract if the FIRM does not transfer the records to the CITY.
 - d. Upon completion of the contract, transfer, at no cost to the CITY, all public records in possession of the FIRM, or keep and maintain public records required by the CITY to perform the service. If the FIRM transfers all public records to the CITY upon completion of the contract, the FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the FIRM keeps and maintains public records upon completion of the contract, the FIRM 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.
2. As required by Section 119.0701(2)(a), the following contact information is provided to the FIRM in the format required by statute:

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 AT:

**SANIBEL CITY CLERK
800 DUNLOP ROAD
SANIBEL, FLORIDA 33957
(239) 472-3700
scotty.kelly@mysanibel.com**

G. E-Verify

1. In compliance with Section 448.095, Fla. Stat, the FIRM must be registered with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- a. If the CITY or FIRM has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat., or the provisions of this section, it shall terminate the contract with the person or entity.
 - b. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. The FIRM acknowledges that upon termination of this Agreement by the CITY for a violation of this section by the FIRM, the FIRM may not be awarded a public contract for at least one (1) year. The FIRM further acknowledges that the FIRM is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.

H. Term of Agreement

The term of this Agreement shall be three (3) years, expiring on October 15, 2026.

City of Sanibel

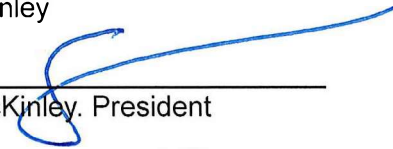
Richard Johnson

By: Richard Johnson (Oct 16, 2023 11:39 EDT)

Richard Johnson, Mayor

Date: Oct 16, 2023

PooleMcKinley

By: 

Will McKinley, President

Date: 10-13-23

APPROVED AS TO FORM:

By: John D. Agnew

John D. Agnew, City Attorney

ATTEST

BY: _____

Scotty Lynn Kelly, City Clerk

PooleMcKinley Consulting Services Agreement

2023 10.13.23

Final Audit Report

2023-10-16

Created:	2023-10-13
By:	Anna Hicks (Anna.Hicks@mysanibel.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI64xsFndiNuxkWZSUr9TLDApz444o-fa

"PooleMcKinley Consulting Services Agreement 2023 10.13.23" History

-  Document created by Anna Hicks (Anna.Hicks@mysanibel.com)
2023-10-13 - 8:21:28 PM GMT- IP address: 67.238.61.10
-  Document emailed to richard.johnson@mysanibel.com for signature
2023-10-13 - 8:24:57 PM GMT
-  Email viewed by richard.johnson@mysanibel.com
2023-10-16 - 3:38:44 PM GMT- IP address: 98.208.171.13
-  Signer richard.johnson@mysanibel.com entered name at signing as Richard Johnson
2023-10-16 - 3:39:19 PM GMT- IP address: 98.208.171.13
-  Document e-signed by Richard Johnson (richard.johnson@mysanibel.com)
Signature Date: 2023-10-16 - 3:39:21 PM GMT - Time Source: server- IP address: 98.208.171.13
-  Agreement completed.
2023-10-16 - 3:39:21 PM GMT