



**LIBERTY PARTNERS OF TALLAHASSEE, LLC & THE CITY OF BONIFAY 2023-24  
CONTRACT FOR GOVERNMENTAL CONSULTING SERVICES**

1. *Client; Scope of Services.* Our client in this matter will be the City of Bonifay, Florida. (the “City”). We will be engaged to advise the City in connection with advocacy issues relating to the interest of the City. Our engagement will include the scope of work identified below as listed in the “RFP 2023-002 - State Lobbyist Services for the City of Bonifay” as they relate to seeking legislative appropriations funding for infrastructure, parks and recreation and other projects and other initiatives as directed.

The scope of the services shall be, but not limited to, the following:

- A. Meet with City staff and the Bonifay City Council 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 provide to the Legislature and staff.
- B. Provide City staff and the Bonifay City Council with any new information that may impact, and actively see opportunities to enhance the City's State Legislative program and provide options as to legislative strategy, when necessary.
- C. 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.
- D. Provide the City with regular reports and updates on all Legislative and budgetary issues that may impact the City.
- E. Advocate the Florida legislature in support of the City's goals, priorities and projects.
- F. 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 the City of Bonifay.

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2. *Term of Engagement.* The term of the engagement will be for ten and one-half (10.5) months beginning on February 13, 2024 and ending on December 31, 2024. Should the contract not be renewed, we will take such steps as are reasonably practicable to protect the City's interests in the above matter and, if you so request, we will suggest to you a possible successor firm and provide it with whatever papers you have provided to us. Our representation of the City will terminate upon our sending you a final statement for services rendered in this matter.

3. *Fees and Retainer.* Based on the scope of services outlined above in Paragraph 1, items A through F, these services shall be retained in year one at a 50-percent discounted rate of \$26,250, and paid in one installment of \$1,250, and ten (10) equal installments of \$2,500 per month. Travel, lodging and/or other direct expenses related to these services will be billed on a monthly basis and not exceed \$2,000 per year without pre-approval by the City. Full payment is due promptly upon receipt of our statement. If this statement remains unpaid for more than 30 days, we may cease performing services for you until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees.

4. *Confidentiality.* From time to time, the firm may be provided with non-public or proprietary information related to the Organization's business in order to assist the firm in performing the services outlined in this contract. All such information, whether provided orally or in writing, shall be considered confidential unless subject to disclosure under Florida public records laws. The firm agrees not to disclose any such information to any person without your prior written consent and will provide prompt notice to you of any judicial or quasi-judicial demand for such information. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [cityhall@cityofbonifay.com](mailto:cityhall@cityofbonifay.com) or [rickey.callahan@cityofbonifay.com](mailto:rickey.callahan@cityofbonifay.com) .**

5. *Client Responsibilities.* You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation including informing the firm promptly if the City is contacted by a member of the state or local media or by a state Legislator or staff member. You also agree to pay our statements for services and expenses in accordance with paragraph 3.

6. *Conflicts.* As we have discussed, you are aware that the firm represents many other companies, organizations and individuals. It is possible that during the time that we are representing the City, some of our present or future clients will have disputes or transactions with the City. The City agrees that we may continue to represent or may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our scope of services outlined in paragraph 1 above.

We agree, however, that your prospective consent to conflicting representations contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, which, if known to such other client, could be used in any such other matter by such client to your material disadvantage. You should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you and them.

Once again, we are pleased to have the opportunity to continue to work with the City of Bonifay. As discussed, Jennifer Green, President & CEO, Tim Parson, Vice President, Ethan Merchant, Director of Client Relations, Adam Potts, Director of Governmental Affairs will be registered lobbyist for the City. Other staff will be actively involved in this engagement and are available to assist you as needed. All of the professional advocates associated with our firm are members of the Florida Association of Professional Lobbyists (FAPL) or have earned their DPL (designated professional lobbyist) and adhere to a strict code of professional conduct.

**AGREED TO AND ACCEPTED:**

**City of Bonifay**

By:

Date:

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Rickey Callahan, City Clerk

**Liberty Partners of Tallahassee, LLC**

By:

Date:

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Jennifer J. Green, CAE, DPL, President & CEO

Approved by Bonifay City Council: \_\_\_\_\_, \_\_\_\_ 2024.