

## **CONTRACT FOR LOBBYIST SERVICES**

This Contract is entered into between the City of Eustis (“the City”), 10 North Grove Street, Eustis, Florida, 32727, and Continental Strategy, LLC (“the Firm”), 101 North Monroe Street, Suite 750, Tallahassee, Florida, 32301.

### **RECITALS**

**WHEREAS**, the City wishes to retain the services of the Firm to serve as lobbyists for the City of Eustis; and

**WHEREAS**, the parties have agreed to the terms under which the Firm will represent the City and wish to memorialize their Agreement in writing.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties both intending to be legally bound hereby, do agree as follows:

### **ARTICLE 1**

#### **TERM OF AGREEMENT**

This Agreement shall become effective October 1, 2023, and shall renew automatically on a monthly basis thereafter unless either party gives written notice of non-renewal at least 30 (thirty) days prior to the expiration date of this Agreement (i.e., September 30, 2024).

### **ARTICLE 2**

#### **SCOPE OF SERVICES**

2.1 The Firm shall provide professional lobbying services before the State of Florida government bodies, agencies, departments, offices and other “State Government Entities” at the direction of the City.

2.2 The Firm shall consult with the City regarding legislative or executive matters which may impact the City, and take any necessary action as determined by the City.

2.3 The Firm agrees that each person engaged by the Firm to provide services pursuant to this Agreement shall have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein.

### **ARTICLE 3**

#### **COMPENSATION**

3.1 The City agrees to pay the Firm the amount of fifty-thousand dollars (\$50,000.00) for services actually performed and completed pursuant to the terms and conditions of this Agreement, which amount shall be accepted by the Firm as full compensation for all such services. The compensation shall be paid in equal monthly installments.

3.2 Method of Billing and Payment. Compensation set forth under Section 3.1 shall be payable to the Firm in twelve (12) equal monthly installments of four thousand one hundred sixty-six and 67/100 (\$4,166.67). The first installment shall be due and payable immediately upon execution of this Agreement and continuing to be due monthly on the first (1st) day of each month until the termination of the Agreement.

3.3 Costs. The City shall pay reasonable costs associated with the services herein, including but not limited to necessary registration fees, travel expenses such as hotel, airfare, car services, and meals, excluding costs typically associated with the operation of an office such as overhead, staff, and equipment. The Firm shall notify the City in writing of costs expected to exceed \$1,500.00 for any given month. The Firm shall bill costs to the Client monthly.

3.4 Payment shall be made to the Firm at:

Continental Strategy, LLC  
101 N. Monroe Street, Suite 750  
Tallahassee, FL 32304

#### **ARTICLE 4** **PUBLIC RECORDS RETENTION**

The Firm has been advised that the City and all its activities are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes), and agrees to maintain all record necessary to comply with the requirement of such laws.

#### **ARTICLE 5** **CONFLICT OF INTEREST**

5.1 The Firm agrees that it will avoid activities, investments and other situations which may conflict with its duties to the City pursuant to this Agreement. In providing services under this Agreement, the Firm expressly agrees that as of the date of this Agreement, the Firm does not represent any client whose interest is currently adverse to the City's interest.

5.2 The Firm agrees that if, during the term of this Agreement, it determines that a client represented by the Firm has or may potentially have an interest adverse to the interest of the City, the Firm shall immediately disclose such conflict of interest as required by Section 5.3 of this Agreement. Additionally, before proposing, advocating, or otherwise advancing any bill, code, legislation, administrative rule, regulation, or policy on behalf of any other client that may potentially impact the City and its operations, the Firm shall, consistent with Section 5.3 of this Agreement, disclose the representation to the City and shall provide a copy of the bill, code, legislation, administrative rule, regulation, or policy.

5.3 The Firm agrees that in the event a conflict of interest arises during the performance of this Agreement, the Firm shall disclose, in writing, the existence and nature of such conflict to the City. Such disclosure shall occur immediately upon discovery of the conflict, but in no event shall disclosure be made more than three (3) days after the Firm's discovery of the conflict. The Firm's written disclosure shall provide sufficient information concerning the conflict including, but not limited to, the name of the client presenting the conflicting position, the nature of the conflict, and the extent to which the Firm is unable to provide the services under this Agreement. Upon receipt of such disclosure, the City, in its sole discretion, shall take any appropriate action, up to and including termination of this Agreement.

5.4 In the event this Agreement is terminated pursuant to Section 5.3 or Section 6 of this Agreement, the Firm agrees to, upon request, assist the City in its efforts to contact and engage qualified individuals to perform the services that are the subject of this Agreement.

## **ARTICLE 6**

### **TERMINATION**

6.1 Termination Without Cause. After the initial contract period ends (i.e., September 30, 2024), this Agreement may be terminated by either party, without cause, upon that party's providing thirty (30) days' written notice to the other party.

6.2 Termination by Mutual Agreement. In the event the Firm and the City shall mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

6.3 Termination on Notice of Default. In the event that either party shall give written notice to the other that such party has substantially defaulted or committed a material breach in the performance of its obligations under this Agreement and such default is not cured within thirty (30) days following the giving of such notice, the party giving such notice shall have the right to immediately terminate this Agreement.

6.4 In the event of termination under any of the above provisions, the Firm shall, within sixty (60) days after the termination date, submit a final invoice and report for all services rendered prior to and through the date of termination. The Firm may not submit any further statements following the submission of the final statement required by this section, nor shall the City be obligated to render payment on any such additional statements. In addition, the Firm's final report to the City shall apprise the City of the status of the City's legislative priorities for which it is responsible, advise of any scheduled meetings the City must attend, and of all other matters which may potentially require the City's immediate attention.

6.5 Upon payment of the final invoice, the City shall have no further obligation to the Firm. Likewise, the Firm's obligations to the City as set forth herein shall cease, except that the Firm expressly agrees to participate in the orderly and professional transfer of responsibilities for the services to the City.

6.6 In the event this Agreement is terminated, any compensation payable to the Firm may be withheld until the Firm provides the City with the documents set forth in Article 9.

**ARTICLE 7**  
**INDEPENDENT CONTRACTOR**

The Firm is an independent contractor under this Agreement. The services provided by the Firm shall be subject to the supervision of the Firm. In providing the services, the Firm or its employees providing services shall not be acting and shall not be deemed as acting officers or employees of the City. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Firm.

**ARTICLE 8**  
**SUBCONTRACTING/ASSIGNMENT**

Neither party to this Agreement shall subcontract or assign any portion of this Agreement to any other entity without the specific written consent of the other party. The Firm's written agreements with its employees to provide services shall not be deemed subcontracts or assignments as the Firm shall remain fully responsible for the delivery of the services.

**ARTICLE 9**  
**OWNERSHIP OF DOCUMENTS**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by the Firm, whether finished or unfinished, shall become the property of the City and shall be delivered by the Firm to the City within fourteen (14) days of termination of this Agreement by either party. Any compensation due to the Firm may be withheld until all documents are received by the City.

**ARTICLE 10**  
**GENERAL PROVISIONS**

10.1 Severability. In the event any provision of this Agreement is held to be unenforceable by a court of law, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in force and effect and enforceable in accordance with its terms.

10.2 Sovereign Immunity. The parties hereto acknowledge that the City is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in this Agreement shall be construed to require the City to indemnify the Firm or insure the Firm for its negligence or assume any liability for the Firm's negligence. Further, any liability under this Agreement shall not alter the City's waiver of sovereign immunity or extend the City's liability beyond the limits established in section 768.28, Florida Statutes.



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101 N. Monroe Street, Suite 750  
Tallahassee, FL 32304

10.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter of this Agreement. No oral statements or prior written material not specifically incorporated shall be of any force and effect and no changes or additions to this Agreement shall be recognized unless incorporated herein by amendment, such amendments to become effective on the date stipulated in such amendments.

10.4 Governing Law and Venue. This Agreement is governed by the laws of the State of Florida. The parties agree that any legal disputes arising from this Agreement shall be brought in Lake County, Florida.

10.5 Notices. All notices required by this Agreement shall be sent in writing via certified mail, return receipt requested or via mail delivery requiring signature. Courtesy copies may be sent via email, however electronic mail shall not satisfy the notice requirement. Notice shall be sent to the parties as stated below:

**City of Eustis**  
City Manager  
10 N. Grove Street  
Eustis, FL 32726

**Continental Strategy, LLC**  
101 N. Monroe Street, Suite 750  
Tallahassee, FL 32304

10.6 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original.

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the date stated below.

**CITY OF EUSTIS**

**CONTINENTAL STRATEGY, LLC**

\_\_\_\_\_  
Tom Carrino, City Manager

\_\_\_\_\_  
Carlos Trujillo, President

Dated: \_\_\_\_\_, 2023.

Dated: \_\_\_\_\_, 2023.