

## **AGREEMENT FOR PROVISION OF CONSULTING SERVICES**

THIS AGREEMENT is made and entered into effective the 3rd day of October, 2007 by and between the City of Naples, a Florida municipal corporation, 735 Eighth Street South, Naples, FL, 34102-6073, hereinafter referred to as the "City," and the firm of Local Government Advisors, Inc., 4868 West Boulevard Court, Naples, Florida, 34103, hereinafter referred to as the "Firm".

In consideration of the mutual covenants and agreements expressed in this Agreement, the City and the Firm agree as follows:

1. **ENGAGEMENT OF FIRM.** For the term of this Agreement, the City engages the Firm to provide the special consulting services as set forth in this Agreement. The Firm agrees to render the consulting services set forth in this Agreement in a timely, professional and competent manner. Dr. Robert E. Lee shall assume responsibility for management of the Consulting Services.
2. **SCOPE OF SERVICES.** The services to be rendered under this Agreement are as follows:
  - a. Availability to the Mayor, City Attorney and acting City Manager to assist with day-to-day issues (i.e., answer questions, review documents and e-mails, participate in meetings via telephone or in person, etc.), and availability to each Council Member to answer questions on pending issues.
  - b. Assist new City Manager in assuring a smooth transition.
3. **SERVICE STANDARDS.** The services to be rendered under this Agreement are as follows:
  - a. The Firm shall provide periodic status reports, either oral or in writing, as requested by the City.
  - b. The Firm shall deliver to the City for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City in the course of providing the Consulting Services.
  - c. The Firm shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).
4. **BILLING RATES.** The hourly billing rates shall be \$110.00, computed in tenths of an hour, and will not increase during the term of this Agreement without prior approval of the Naples City Council. The total hours of this Agreement shall not exceed 168 (average of 12 hours per week) for a total not-to-exceed amount of \$18,480.00.
5. **INVOICES.**
  - a. **Billing:** The Firm will not bill more often than monthly and will submit an invoice to the Mayor's office for review and approval for payment. All invoices are subject to the final review and approval of the Mayor. Each item shall be set forth separately, specifically describing the work performed, and reflecting the actual time spent on each such issue.

- b. Payment: Invoices that accurately reflect services rendered and conditions outlined herein will be paid within 30 days. Corrected billings will be paid by the City at its next billing cycle, not to exceed 45 days.
6. CLIENT FILES. The Firm shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least 1 year after the City's fiscal year-end (September 30) following the completion of this Agreement. The City shall have access to such books, records and documents as required in this subparagraph and as are related to the charges, expenses, and costs, for the purpose of inspection or audit, upon 5 days written notice. This time period shall not apply to records, documents, etc. produced on behalf of the City by the Firm that are subject to Florida Statute and public record laws and that either the original or a copy of such document has not been furnished to the City.
7. CITY ETHICS: The Firm agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the City who in any way deals with, coordinates with, or assists with, the professional services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. In the event the Firm violates the provisions of this paragraph, the Firm shall be required to pay damages to the City in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the City from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the City, whichever is greater.
8. EFFECTIVE DATE. This Agreement shall be in effect as of the date set forth above, providing that the Agreement has been approved by Council and executed by the Firm and the Mayor.
9. TERMINATION OF AGREEMENT. This Agreement shall remain in force from October 20, 2007 through January 31, 2008. It is terminable by either party for any reason upon 7 days written notice to the other party. The City's obligation is to compensate the Firm for reasonable fees and expenses in accordance with the terms of the Agreement through the termination date.
10. ENTIRE AGREEMENT. The foregoing terms and conditions constitute the entire agreement between the parties hereto and any representation not contained herein shall be null and void and of no force and effect. Further, this Agreement may be amended only in writing upon mutual consent of the parties hereto.

Local Government Advisors, Inc.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Dr. Robert E. Lee

Date: \_\_\_\_\_

City of Naples, Florida

Attest: \_\_\_\_\_  
Tara A. Norman, City Clerk

\_\_\_\_\_  
Bill Barnett, Mayor  
Date: \_\_\_\_\_

Approved as to Form and Legality:

\_\_\_\_\_  
Robert D. Pritt, City Attorney

Date filed with City Clerk: \_\_\_\_\_