

**SPECIAL MEETING  
CITY COMMISSION  
CITY OF APALACHICOLA, FLORIDA  
TUESDAY, FEBRUARY 10, 2020 - 4:30 PM  
APALACHICOLA COMMUNITY CENTER  
1 BAY AVENUE  
APALACHICOLA, FLORIDA**

**AGENDA**

You are welcome to speak or comment on any matter under consideration by the Apalachicola Board of City Commissioners when recognized to do so by the Mayor. Once recognized please rise to the podium, state your name for the record and adhere to the five minute time limit for public comment. Those wishing to speak concerning an item on the agenda shall complete a speaker card and give it to the City Clerk before the meeting starts.

- I. Call to Order
  - Invocation (Please rise and remain standing)
  - Pledge of Allegiance
- II. Agenda Adoption
- III. New Business
  - A. Interim City Manager/Administrator Contract
- IV. Adjournment

The public is invited to speak on any agenda, non-agenda and/or consent agenda topics. Comments should be less than "five" minutes.

AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
**City of Apalachicola, Florida**  
**AND**  
H<sup>2</sup> Solutions, LLC

**THIS AGREEMENT** is made this the 10th\_ day of February 2020, by and between City of Apalachicola, Florida (hereinafter referred to as the “City” or “City of Apalachicola”) and H<sup>2</sup> Solutions, LLC, the Contractor.

**WHEREAS**, H<sup>2</sup> Solutions, LLC is duly experienced in the field of Florida government administration, management and finance; and

**WHEREAS**, in the judgment of City of Apalachicola, it is necessary and desirable to employ the services of H<sup>2</sup> Solutions, LLC.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**PART I - SPECIAL PROVISIONS**

- **SERVICES TO BE PROVIDED:** H<sup>2</sup> Solutions, LLC shall consult, advise and/or assist the City in managing and administering the policies of the City Commission on an interim basis, including but not limited to:
  - Serving as the interim city manager to administer the operations of the City and perform other administrative duties which are necessary and customary to a city administrator, as directed by the Commission and in compliance with all applicable laws;
  - Assisting City of Apalachicola in the development of management strategies and in the identification and selection of an individual to fill the position of City Administrator or Manager; and
  - As directed by the Mayor or the City Commission or their designees as identified in writing, assisting City of Apalachicola with development of strategies regarding regulatory issues, administrative agencies, or other issues which may arise during the course of this Agreement;
  - Attending other meetings and conferences, and participating in telephone conference calls and webinars, in furtherance of the H<sup>2</sup> Solutions, LLC's duties under this Agreement, as needed or as requested by City of Apalachicola

- Filing all necessary local, state and federal lobbyist registration forms and reports if necessary;
- Such other tasks as City of Apalachicola or its designee as identified in writing, from time to time may request in connection with the subject matter of this Agreement.

It is understood by the City of Apalachicola that it may be necessary to perform services beyond the initial services described above or that additional time may be required to perform the services shown. Should any unforeseen changes in the scope of services arise, the City will be notified of the circumstances and H<sup>2</sup> Solutions, LLC will obtain authorization in writing by the City Commission before performance of such services, which are over and above the services described above.

- **NOTIFICATION OF MEETINGS: It is specifically contemplated that H<sup>2</sup> Solutions, LLC will make every effort to notify the Mayor and City Commission in advance of any meetings scheduled by H<sup>2</sup> Solutions, LLC with local, state, or federal public officials or others with regard to the duties of H<sup>2</sup> Solutions, LLC under this Agreement, so that City of Apalachicola may have a representative present at such meetings if City of Apalachicola wishes to do so.**
  - Approximately twenty four (24) hours per week of on-site services will be provided by H<sup>2</sup> Solutions, LLC for which H<sup>2</sup> Solutions, LLC will be paid at the rate of \$4750.00 per month<sup>1</sup> for the term of this Agreement. Occasional phone calls during other times shall be included in the base rate, not to exceed two (2) additional hours of phone time per week.
  - Should additional time over and above twenty four (24) hours per week be required to perform the services shown above, the City will be notified of the circumstances and agrees to pay H<sup>2</sup> Solutions, LLC at a rate of \$60 per hour for up to sixteen (16) additional hours per week. Should additional time over and above forty (40) hours per week be required to perform the services shown above the City will be notified of the circumstances and H<sup>2</sup> Solutions, LLC will obtain authorization in writing by the City Commission before any further services are rendered. Fees for additional hours of service will be included on the following month's invoice.
  - H<sup>2</sup> Solutions, LLC shall submit monthly invoices electronically and such invoices shall be due and payable within fifteen (15) days of the City's receipt of invoice (date of receipt being one business day after the date on which the electronic invoice was sent). Payment will not be made by City of Apalachicola until an invoice is received. The invoices shall

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<sup>1</sup> Monthly fee shall be paid on a pro-rata basis for any partial months.

include any actual expenses for reimbursement that have been approved and not otherwise paid for by another provision of this Agreement.

- **TRAVEL EXPENSES:** City of Apalachicola shall reimburse H<sup>2</sup> Solutions, LLC for the cost of all of H<sup>2</sup> Solutions, LLC's travel expenses including hotel, airfare, rental cars and incidental travel expenses, like meals, taxi fares, parking and mileage (at the standard State of Florida mileage rate). All travel expenses must be approved in advance by the City, except that H<sup>2</sup> Solutions, LLC shall be entitled to bill for 48 miles of mileage with each day spent working in Apalachicola.
- **CELL PHONE:** The City shall provide H<sup>2</sup> Solutions, LLC with a cell phone for use on City business during the contract period.
- **OFFICE AVAILABILITY:** H<sup>2</sup> Solutions, LLC shall have access to and use of office space, computer access, a landline telephone, and other miscellaneous office equipment, during the regular business hours of City of Apalachicola, at the City's expense to be used exclusively for fulfilling the Contractor's duties under this Agreement.
- **TERM OF AGREEMENT:** Upon execution, this Agreement shall remain in effect for a term of 90 days commencing on the date first written above. However, either party may terminate this Agreement at any time upon 15 days notice in writing to the other party. Upon such a termination, H<sup>2</sup> Solutions, LLC shall be entitled to such compensation and reimbursement of expenses accrued through and including the day of termination. City of Apalachicola and H<sup>2</sup> Solutions, LLC can extend this term for additional service, under the terms and conditions of this Agreement, as mutually agreed to in writing.

## **PART II - GENERAL PROVISIONS**

- **STATUS OF CONTRACTOR:** The parties intend that H<sup>2</sup> Solutions, LLC, in performing the services specified in this Agreement, shall receive direction from City of Apalachicola as to strategies and goals of H<sup>2</sup> Solutions, LLC's duties under this Agreement, and may receive specific requests from City of Apalachicola regarding particular actions which should be made in furtherance of H<sup>2</sup> Solutions, LLC's duties under this Agreement, but that H<sup>2</sup> Solutions, LLC is acting at all times as an independent contractor and shall have control of H<sup>2</sup> Solutions, LLC's business, and the work and the manner in which it is performed. H<sup>2</sup> Solutions, LLC is not to be considered an employee of City of Apalachicola and is not entitled to participate in any pension plan, health or other insurance, bonus, or similar benefits City of Apalachicola may provide to its employees. H<sup>2</sup> Solutions, LLC shall have no power to bind City of Apalachicola to any contract or other obligation, and H<sup>2</sup> Solutions, LLC is not authorized to represent that H<sup>2</sup>

Solutions, LLC is a partner or employee of City of Apalachicola for purposes of entering into contracts or other binding obligations.

- **NON-DISCRIMINATION:** H<sup>2</sup> Solutions, LLC shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
- **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS:** All notices, bills, and payments shall be made in writing and may be given by personal delivery, by mail or email. Unless otherwise designated in writing by the parties, all notices, bills and payments sent by mail or email should be addressed as follows:

**Company:**

City of Apalachicola  
Att: Deborah Guillotte  
192 Coach Wagoner Blvd.  
Apalachicola, FL 32320

850 653 9319

*[Contractee's Phone Number]*

*deborahguillotte@cityofapalachicola.com*

*[Contractee's Email Address]*

**Contractor:** H<sup>2</sup> Solutions, LLC  
2480 State Road 30A  
Port St. Joe, Florida 32456  
(850) 519-3887  
CHolley3887@gmail.com

- **CONFLICT OF INTEREST:** H<sup>2</sup> Solutions, LLC is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws. It is the intention of both City of Apalachicola and H<sup>2</sup> Solutions, LLC that H<sup>2</sup> Solutions, LLC maintain the highest standards of ethical propriety in connection with its duties under this Agreement, and that H<sup>2</sup> Solutions, LLC shall have no conflicts of interest which would give the appearance of any impropriety. Conflict of interest includes, but is not limited to, the appearance of any conflict of interest with any position of City of Apalachicola or any of City of Apalachicola's interests on any subject matter, whether any such conflict of interest be on behalf of any client or on behalf of H<sup>2</sup> Solutions, LLC individually. The Contractor represents that it has disclosed, prior to executing this Agreement, all potential conflicts of interest between the interests of City of Apalachicola and any existing clients of H<sup>2</sup> Solutions, LLC. In the event that H<sup>2</sup> Solutions, LLC wishes to be retained by clients other

than City of Apalachicola, and the representation of those other clients may present a potential conflict of interest with City of Apalachicola, the full scope of such representation and conflicts must be disclosed to City of Apalachicola by H<sup>2</sup> Solutions, LLC in advance, so that City of Apalachicola may determine if the potential conflict of interest is one that it wishes to waive, or if the potential conflict may otherwise be resolved.

- **CONFLICT OF TIME AND AVAILABILITY:** It is specifically acknowledged by H<sup>2</sup> Solutions, LLC and contemplated by this Agreement that H<sup>2</sup> Solutions, LLC be sufficiently available to City of Apalachicola to fulfill its duties under this Agreement as requested by City of Apalachicola. In the event that H<sup>2</sup> Solutions, LLC wishes to be retained by clients other than City of Apalachicola and the representation by H<sup>2</sup> Solutions, LLC of those other clients will require substantial portions of H<sup>2</sup> Solutions, LLC's professional availability during the term of this Agreement, H<sup>2</sup> Solutions, LLC shall advise City of Apalachicola in advance of being retained by such other clients so that City of Apalachicola may determine the potential for conflict between H<sup>2</sup> Solutions, LLC's duties under this agreement and the duties requested by other clients, and the parties may resolve any concerns which arise.
- **JURISDICTION:** This Agreement and its performance and any suits and special proceedings under this Agreement shall be construed in accordance with the laws of the State of Florida. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.
- **VENUE:** H<sup>2</sup> Solutions, LLC and City of Apalachicola acknowledge that for any and all legal action regarding this Agreement, the venue will be in Franklin County, Florida.
- **INDEMNIFICATION:** Each Party agrees to indemnify and hold harmless the other Party, its Affiliates, its licensees, its licensors, and its and their officers, directors, employees, consultants, contractors and agents from and against all claims, damages, liabilities or suits of any nature whatsoever (including reasonable outside attorneys' fees) arising out of, because of, or due to the breach of this agreement by either Party, its delegates, agents or employees, or due to any negligent act or occurrence of omission or commission of either Party. Each Party may, at its sole option, defend itself or allow the other party to provide the defense, but each party agrees in either case to make itself reasonably available and fully cooperate with the other party in the defense of any such claim. H<sup>2</sup> Solutions, LLC acknowledges that ten dollars (\$10.00) is good and sufficient consideration for the indemnification of each party.
- **CONSTRUCTION OF AGREEMENT:** Each party to this Agreement acknowledges that it has had the opportunity to review this contract and consult with legal counsel

regarding its terms, and each party agrees that neither party will be considered the drafter of this Agreement for purposes of legal construction in the event of any dispute.

- **ENTIRE AGREEMENT:** This Agreement is acknowledged to constitute the entire agreement and understanding between the parties, that the provisions of this Agreement supersede any prior oral or written agreements, communications, or understandings between the parties, and that any other oral or written representations made by either party prior to execution of this Agreement are hereby merged into this Agreement, or otherwise are void and unenforceable.
- **SEVERABILITY OF PROVISIONS:** In the event that any portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall be deemed to survive as if the unenforceable provision had not been included, unless such a construction would cause this Agreement to fail of its essential terms.

**IN WITNESS WHEREOF**, CITY OF APALACHICOLA, FLORIDA and H<sup>2</sup> SOLUTIONS, LLC have caused this Agreement to be executed on the date first mentioned above.

**CITY OF APALACHICOLA, FLORIDA**

By: \_\_\_\_\_  
Mayor Kevin Begos

**H2 SOLUTIONS, LLC**

By: \_\_\_\_\_  
Chris Holley, H<sup>2</sup> Solutions, LLC