



### CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name The Southern Group of Florida, Inc.

Project Name: State Lobbyist Services

Bid/Reference # RFP-ADM-20-35

Contract Type: Master Services Agreement - Professional Services

Contract Value \$ 277,500

Resolution # 2021- 02

City Council Approval Date: 1/19/2021

Standard Contract Template (Y/N): Y

If No, then Reviewed by  
City Attorney: n/a

Length of Contract: 3 year

If Yes, # and length of  
renewals: 2 at one year each

Renewable (Y/N): yes

City's Project Manager Denise Bevan

**Brief Description/Purpose:**

Contract for state lobbyist consulting services to assist City Council and staff with identifying current legislative issues impacting the City and developing related strategies.

**Approvals:**

Responsible Dept. Director Jason DeLorenzo  
DocuSigned by: 9AA2C3582AE0458...

Date: Jan 21, 2021 | 11:17 AM PST

City Finance Helena Alves  
DocuSigned by: 4F2A3892B67B492...

Date: Jan 21, 2021 | 9:31 AM PST

City Attorney William E. Reischmann, Jr.  
4C1B97CCC19C46D...

Date: Jan 21, 2021 | 10:08 AM PST

City Manager Matthew Morton  
DocuSigned by: 28DF7AEB7692454...

Date: Jan 25, 2021 | 6:32 AM PST



# city of PALM COAST

**Finance Department**  
Budget & Procurement Office

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

Dear Vendor,

Please review and sign the attached agreement via DocuSign.

In addition, please attach proof of insurance which is compliant with the insurance requirements set forth in the Agreement.

Thank you.



Regards,

*Rose Conceicao*

Rose Conceicao  
Contracts Coordinator





**MASTER SERVICES AGREEMENT**  
**(Professional Services)**

**THIS MASTER SERVICES AGREEMENT** ("Agreement") made and entered into this 25th day of January, 2021 ("Effective Date"), between THE SOUTHERN GROUP OF FLORIDA, INC. whose primary place of business is 208 N. Laura Street, Suite 710, Jacksonville, Florida 32202 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

**WITNESSETH:**

**WHEREAS**, CITY desires to procure **State Lobbyist Services** from a competent and qualified supplier and has conducted a formal Request for Proposals # RFP-ADM-20-35 (RFP) requesting proposals for the services; and

**WHEREAS**, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFP and desires to render said services to CITY in accordance with the terms and conditions stated herein;

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

**1. SUPPLY OF SERVICES:**

**A. Work Order/Services.** This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided. Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

**B. Quality of Services.** SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature

**C. Schedule/Delivery.** Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY

or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

- D. Change Orders.** No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.
- E. Supplier Designated Representative/Key Personnel.** SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.
- F. Replacement of SUPPLIER Personnel.** CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.
- G. CITY Premises.** At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.
- H. Ownership of Deliverables.** All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.
- I. Acceptance Criteria.** For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

## **2. COMPENSATION:**

- A. Costs and Expenses.** Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Fee Schedule attached hereto as Exhibit B. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

- B. Invoicing.** Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com).
- C. Payment Terms.** The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.
- D. Financial Reconciliation.** At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

**3. TERM AND TERMINATION:**

- A. Term.** This Agreement shall take effect on the Effective Date and shall terminate at the end of three (3) years. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

**B. Termination By CITY.**

- i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.
- ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:
  1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or
  2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or
  3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or
  4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
  5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

- iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.
  - iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.
- C. Termination By SUPPLIER.** SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.
- D. Cooperation.** Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.
- E. Survivability.** The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

#### **4. REPRESENTATIONS AND WARRANTIES.**

##### **A. SUPPLIER represents and warrants the following:**

- i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.
  - ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.
  - iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.
  - iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.
  - v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.
  - vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.
- B.** Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

- C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.
- 5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.**
- A. **Indemnification.** SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.
- B. **Sovereign Immunity.** CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.
- C. **Insurance.** SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "C" Insurance Requirements, attached hereto and made a part hereof.
- 6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.**
- A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.
- B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.
- C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.
- 7. ASSIGNMENT.** SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.
- 8. AUDIT OF BOOKS AND RECORDS.** SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- 9. AUTHORIZED REPRESENTATIVE.** Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

**10. CHOICE OF LAW/JURISDICTION.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.

**11. COMPLIANCE WITH LAWS.** SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

**A. Discrimination/ADA.** SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

**B. Drug Free Workplace.** SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

**C. Immigration.** CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

**D. Conflict of Interest.**

- i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.
- ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
- iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.
- iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

**12. CONTRACT DOCUMENTS.** The RFP, all submissions prepared by SUPPLIER in response to the RFP and the revised pricing letter dated December 11, 2020 are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

**13. ENFORCEABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Purchase Order.

**14. ENTIRE AGREEMENT.** This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties



relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

## 15. E-VERIFY REGISTRATION AND USE

**A.** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SUPPLIER shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all SUPPLIER employees hired on and after January 1, 2021.

### **B. Subcontractors**

- i. SUPPLIER shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees it may hire during the term of this Agreement.
- ii. SUPPLIER shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
- iii. SUPPLIER shall maintain a copy of all subcontractor affidavits for the duration of this Agreement and provide it to CITY upon request.

**C.** SUPPLIER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from SUPPLIER stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

**D.** Failure to comply with this provision is a material breach of this Agreement, and shall result in the immediate termination of this Agreement without penalty to CITY. SUPPLIER shall be liable for all costs incurred by CITY to secure a replacement agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

**16. EXCLUSIVITY.** The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

**17. INDEPENDENT CONTRACTOR.** The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

**18. INTERPRETATION.** This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

**19. NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

**FOR CITY:**

The City Manager  
City of Palm Coast  
160 Lake Avenue  
Palm Coast, Florida 32164

**FOR SUPPLIER:**

Matt Brockelman, Partner  
The Southern Group  
208 N. Laura Street, Ste 710  
Jacksonville, Florida 32202

**20. ORDER OF PRECEDENCE.** In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

**21. PUBLIC RECORDS LAW.**

**A.** The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

- i. Keep and maintain all public records required by CITY to perform the Services herein; and
- ii. Upon request from CITY'S custodian of public records, provide 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, F.S. or as otherwise provided by law; and
- iii. 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 Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
- iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

**B.** All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

**c. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, vsmith@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.**

**22. SEVERABILITY.** If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

**23. SUBCONTRACTORS.** In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work

Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

**24. WAIVER.** The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

**CITY OF PALM COAST**

**THE SOUTHERN GROUP OF FLORIDA, INC**

DocuSigned by:  
By: Matthew Morton  
-28DF7AEB7692454...

DocuSigned by:  
By: Matt Brockelman  
(Authorized Corporate Officer)

Print: Matthew Morton

Print Name: Matt Brockelman

Title: City Manager

Title: Partner

Date: Jan 25, 2021 | 6:32 AM PST

Date: Jan 21, 2021 | 9:12 AM PST

- Exhibits  
A - Work Order Template Form  
B - Fee Schedule  
C - Insurance Requirements

Exhibit A - Work Order Template Form



Work Order # \_\_\_\_\_ PO# \_\_\_\_\_ Project Mgr. \_\_\_\_\_  
name

SUPPLIER NAME: \_\_\_\_\_

Contract Project Title \_\_\_\_\_ Work Order Project Title \_\_\_\_\_

Contract Bid # \_\_\_\_\_ Work Order Bid # \_\_\_\_\_

Contract Resolution # \_\_\_\_\_ Work Order Resolution # \_\_\_\_\_

TOTAL COST: \$ \_\_\_\_\_

1. **INCORPORATION BY REFERENCE** The provisions of the Contract referenced above dated \_\_\_\_\_ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. **METHOD OF COMPENSATION** (chose one): \_\_\_\_\_ FIXED FEE/LUMP SUM \_\_\_\_\_ UNIT BASED/ NOT TO EXCEED\*
3. **PRICING** (chose one): \_\_\_\_\_ ATTACHED \_\_\_\_\_ INCLUDED IN CONTRACT
4. **SCHEDULE** (chose one): \_\_\_\_\_ AS NEEDED BASIS \_\_\_\_\_ SHALL BE COMPLETED BY - \_\_\_\_ / \_\_\_\_ /20 \_\_\_\_
5. **DESCRIPTION OF SERVICES** (chose one): \_\_\_\_\_ ATTACHED \_\_\_\_\_ INCLUDED IN CONTRACT
6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** \_\_\_\_\_ No \_\_\_\_\_ Yes If yes, identify: \_\_\_\_\_
7. **MISCELLANEOUS:** \_\_\_\_\_
8. **TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. **CONFLICT.** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes stated herein.

SUPPLIER APPROVAL

CITY APPROVAL

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Assistant City Manager or Designee

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

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

BPO Use Only:

Req # \_\_\_\_\_

Requisition Creator \_\_\_\_\_  
name

Select one: \_\_\_\_\_ New PO \_\_\_\_\_ Increase to Existing/ P.O. Adjustment

**EXHIBIT B  
Fee Schedule**

**The monthly fixed fee for services rendered hereunder is as follows:**

**Contract Year 1 - \$3,750 per month**

**Contract Year 2 - \$4,375 per month**

**Contract Year 3 - \$5,000 per month**

**Contract Year 4 - \$5,000 per month (if option is exercised)**

**Contract Year 5 - \$5,000 per month (if option is exercised)**

**EXHIBIT C**  
**Insurance Requirements**

**1. GENERAL.**

- 1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.
- 1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.
- 1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontractor or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsibility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.
- 1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.
- 1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.
- 1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

**2. INSURANCE COMPANY REQUIREMENTS.**

- 2.1. SUPPLIER shall obtain or possess and continuously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.
- 2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. **COVERAGE.** Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

### 3.1. Workers' Compensation/Employer's Liability.

**A. Workers Compensation Coverage** SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

**B. Employers Liability Coverage**

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Each Employee)
\$500,000.00	(Disease-Policy Limit)

### 3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project) greater)	\$2,000,000.00 or 2x Per Occurrence (whichever is
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

### 3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000.00

**3.4. Professional Liability:** SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.







# City of Palm Coast, Florida

## Agenda Item

Agenda Date: January 19, 2021

<b>Department</b>	City Manager	<b>Amount</b>	\$45,000
<b>Item Key</b>		<b>Account</b>	10012100 034000
<b>Subject:</b> RESOLUTION 2021-XX APPROVING A MASTER SERVICE AGREEMENT WITH THE SOUTHERN GROUP OF FLORIDA, INC., FOR STATE LOBBYIST SERVICES			
<b>Presenter:</b> Matthew Morton, City Manager			
<p><b><u>UPDATE FROM THE JANUARY 12, 2021 WORKSHOP MEETING:</u></b>            This item was heard by City Council at the January 12, 2021 Workshop Meeting. There were no changes suggested to this item.</p>			
<p><b><u>ORIGINAL BACKGROUND FROM THE JANUARY 12, 2021 WORKSHOP MEETING:</u></b>            State Lobbyist services support the City Council with legislative priorities and attainment of certain council strategic goals and objectives as needed. The City's current contract with Southern Strategy Group of Jacksonville, LLC has expired. Therefore, the City conducted a Request for Proposals (RFP) to solicit competitive responses from various firms that offer such services. As in the past, City Council elected to serve as the evaluation committee to review and score the responses.</p> <p>The Request for Proposal (RFP) project opened on September 23, 2020. Direct invitation emails were sent to ten (10) companies that previously showed interest in these services. Through the utilization of Bonfire, a procurement platform, and through Newspaper Advertising, a far reaching mass invitation was released. In response, the City received one (1) proposal.</p> <p>The proposing firm is The Southern Group of Florida, Inc. (formerly known as Southern Strategy Group of Jacksonville, LLC). The evaluation committee found the proposal was both responsive and responsible. The notice of intent to award and the bid summary are attached. The original offer of \$60,000 per year exceeded the 2021 approved budget. Therefore, negotiations took place resulting in a tiered five-year price schedule as follows:</p> <ul style="list-style-type: none"> <li>• Year 1: \$45,000 (no increase from prior pricing and falls within approved 2021 budget)</li> <li>• Year 2: \$52,500</li> <li>• Year 3: \$60,000</li> <li>• Year 4, if option is exercised: \$60,000</li> <li>• Year 5, if option is exercised: \$60,000</li> </ul> <p>Since the 2018 Legislative Session, The Southern Group (SG) has provided counsel to and represented the City of Palm Coast in the halls of the State Capitol. During this time, SG has worked directly on a number of City initiatives as well as indirectly on municipal government issues of statewide import which affect the City. SG's collective efforts have involved interfacing with all facets of Florida's legislative branch, ranging from legislative leadership (i.e. Speaker of the House, President of the Senate, influential committee chairpersons of both chambers) to rank and file legislators to legislative staff. SG has also assisted the City with advocacy efforts before Florida's executive branch including the Executive Office of the Governor as well as the state's executive agencies (i.e. Florida Department of Transportation, Florida Division of Emergency Management) and regional governmental units (i.e. Transportation Planning Organizations). Beyond traditional lobbying, The Southern Group has also been a trusted partner to the City on</p>			

strategic initiatives involving third parties (i.e. the University of North Florida, Jacksonville University, AT&T).

Below is a brief sample of areas on which The Southern Group engaged on the City's behalf:

- University of North Florida's Medical Nexus initiative
- Jacksonville University's City of Palm Coast expansion
- Florida Department of Transportation Work Program development
- St. Johns River Water Management District grant funding
- FEMA/Florida Division of Emergency Management natural disaster reimbursements
- Florida Department of Corrections work squad assignments
- Florida Department of Environmental Protection water policy
- Florida Department of Economic Opportunity community planning grants
- Executive Office of the Governor Opportunity Zone designation process

Staff recommends approving the master service agreement with The Southern Group of Florida, Inc. for State Lobbyist services.

The Master Service Agreement is our standard form, which provides the City with the right to terminate for convenience at any time.

The services are budgeted for in Fiscal Year 2021 in the amount of \$45,000.

<b>SOURCE OF FUNDS WORKSHEET FY 2021</b>	
<b>City Manager Other Contractual</b>	<b>10012100 034000</b>
Budgeted	\$45,000.00
Paid to date (current fiscal year)	\$0

**Recommended Action :**  
**ADOPT RESOLUTION 2021-XX APPROVING A MASTER SERVICE AGREEMENT WITH THE SOUTHERN GROUP OF FLORIDA, INC. FOR STATE LOBBYIST SERVICES**

**RESOLUTION 2021-\_\_\_\_**  
**STATE LOBBYIST**  
**MASTER SERVICE CONTRACT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A MASTER SERVICE CONTRACT WITH THE SOUTHERN GROUP OF FLORIDA, INC. FOR STATE LOBBYIST SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY, PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, The Southern Group of Florida, Inc., desires to provide state lobbyist services to the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to have The Southern Group of Florida, Inc. perform the above mentioned services.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:**

**SECTION 1. APPROVAL OF CONTRACT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the master service contract with The Southern Group of Florida, Inc. for state lobbyist services, as attached hereto and incorporated herein by reference as Exhibit “A.”

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the necessary documents.

**SECTION 3. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction,

such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

**SECTION 4. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 5. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage and adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 19th day of January 2021.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

\_\_\_\_\_  
William E. Reischmann, Jr., Esq.  
City Attorney

Attachment: Master Service Contact-The Southern Group of Florida, Inc.



# City of PALM COAST

**Finance Department**  
Budget & Procurement Office

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

## NOTICE OF INTENT TO AWARD

**Project:** STATE LOBBYIST SERVICES - RFP-ADM-20-35

**Date:** 11/2/2020

**Appeal Deadline:** Appeals must be Filed by 5:00 PM on 11/5/2020

Firm	Points
The Southern Group of Florida, Inc. Jacksonville, FL	89.40

The intent of the City of Palm Coast is to award STATE LOBBYIST SERVICES to The Southern Group of Florida, Inc.

**Cc: Contract Coordinator, Project Manager, BPO Manager, Financial Services Director, Department Director**

*For questions regarding the NOIT please contact Procurement Coordinator [jkscott@palmcoastgov.com](mailto:jkscott@palmcoastgov.com).*

*Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Budget and Procurement Office Bid Protest procedures.*

*A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Financial Services Director, Helena Alves ([HAlves@palmcoastgov.com](mailto:HAlves@palmcoastgov.com)) shall constitute a waiver of the protest proceedings.*



# RFP-ADM-20-35 - STATE LOBBYIST SERVICES

## Project Overview

Project Details	
Reference ID	RFP-ADM-20-35
Project Name	STATE LOBBYIST SERVICES
Project Owner	Jesse Scott
Project Type	RFP
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Request for Proposals is issued for the purpose of seeking a highly qualified lobbyist who has successfully provided lobbyist services in the state of Florida for local government jurisdictions. The lobbyist will assist the City Council and key staff in identifying current legislative issues impacting the City of Palm Coast, specifically, and Florida cities, in general.
Open Date	Sep 23, 2020 8:00 AM EDT
Intent to Bid Due	Oct 21, 2020 2:00 PM EDT
Close Date	Oct 22, 2020 2:00 PM EDT

Awarded Suppliers	Reason	Score
The Southern Group		89.4 pts



## Seal status

Requested Information	Unsealed on	Unsealed by
Proposal	Oct 22, 2020 2:02 PM EDT	Jesse Scott
Price Schedule Form	Oct 22, 2020 2:02 PM EDT	Jesse Scott
References Form	Oct 22, 2020 2:02 PM EDT	Jesse Scott
Forms 1 - 4	Oct 22, 2020 2:02 PM EDT	Jesse Scott
Addenda, signed and dated (if issued)	Oct 22, 2020 2:02 PM EDT	Jesse Scott

## Conflict of Interest

# Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: \* has direct or indirect financial interest in the award of the contract to any proponent; \* is currently employed by, or is a consultant to or under contract to a proponent; \* is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, \* has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Nicholas Klufas	Oct 29, 2020 12:29 PM EDT	No
Robert Cuff	Oct 28, 2020 5:06 PM EDT	No





Jesse Scott	Oct 22, 2020 2:03 PM EDT	No
Denise Bevan	Oct 29, 2020 5:00 PM EDT	No



# Opportunity Intent to Bid

Count: 1 of 1

Name	Vendors	Intent to Bid	Date Signed	Reason
Matt Brockelman	The Southern Group	Yes	Sep 23, 2020 8:28 AM EDT	



## Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
The Southern Group	Oct 22, 2020 11:56 AM EDT	Matt Brockelman	brockelman@thesouthernrnrngroup.com	MTA0MzEw



# Project Criteria

Criteria	Points	Description
Project Understanding and Proposal	20 pts	<ul style="list-style-type: none"> <li>• 0 Points Unacceptable • 1 Point Below Average • 2 Points Average • 3 Points Above Average • 4 Points Well above Average • 5 Points Outstanding : Describe your understanding of the scope of services and detailed approach to performing the contracted work, as indicated in the scope of services, and how it would best service the City of Palm Coast's needs. This should include, but not be limited to, the following points: • Describe how communications with the City and bill reports can be customized to achieve optimum understanding; identify points in the process when progress reports will be provided and key decision points for the City. • Include a chronology of the tasks/events within the framework of the legislative session. Indicate which tasks/events are on-going throughout the year. • Describe performance measures of lobbying services from an industry perspective. • Identify any tasks that proposer is expecting the City to perform.</li> </ul>
Firm's Experience and Abilities	20 pts	<ul style="list-style-type: none"> <li>• 0 Points Unacceptable • 1 Point Below Average • 2 Points Average • 3 Points Above Average • 4 Points Well above Average • 5 Points Outstanding Following to be provided: • Location of firm and date established. • List of current clients and number of years representing such clientele. • List of issues within the last five (5) years in which the firm has represented a local government entity (e.g., municipality, city, special district or other authority) as a lobbyist. • Disclose any potential conflict of interest due to any other clients, contracts, or property interests. • Any intention to subcontract the services of any other firms. If so, proposing firm must submit the same</li> </ul>



		<p>information for each and every firm, as applicable, with and as part of the proposal. The proposal shall identify the role of the other firm, percent of work to be subcontracted, and the need/benefit to the City as a result of these services. • Any other qualifications and experience which you consider to be significant, innovative, or otherwise relevant to the City's consideration of the firm in regard to this Request for Proposals, including activities and positions held in state and national professional organizations.</p>
<p>Staff Qualifications</p>	<p>25 pts</p>	<p>• 0 Points Unacceptable • 1 Point Below Average • 2 Points Average • 3 Points Above Average • 4 Points Well above Average • 5 Points Outstanding This section should express the general and specific project related capability of the firm's staff that will be assigned to this project. List the names, locations, qualifications, and experience of the principal(s) of the firm who will serve as the legislative consultant(s), including the designation of primary and secondary responsibility. Also include evidence the lobbyist(s) is registered and authorized to lobby the state executive and legislative branches. Identify those principles of the firm who would serve as the City's legislative consultant who have served in policy-making positions in state legislatures or agencies, and specify the positions held by each identified individual. Describe the experience, types of projects, size of projects, and their specific project involvement for each individual that will provide services outlined in this RFP.</p>
<p>Firm's Past Performance</p>	<p>20 pts</p>	<p>• 0 Points Unacceptable • 1 Point Below Average • 2 Points Average • 3 Points Above Average • 4 Points Well above Average • 5 Points Outstanding Provide a minimum of three (3) references for local government clients including name, telephone numbers, address, and contact person. The City reserves the right to contact any of the consultant's previous clients unless expressed otherwise in writing by the consultant. Describe any</p>



		<p>litigation or proceedings whereby, during the past two years, a court or any administrative agency has ruled against your firm in any matter related to the professional activities of the firm. Similar information shall be provided for any current or pending litigation. Failure to return this information with your proposal may result in the rejection of your proposal. Provide samples of past reports or informational materials provided to clients of the firm during performance of similar work. The information provided under this section should be limited to a maximum of ten (10) pages.</p>
<p>Fee Proposal</p>	<p>15 pts</p>	<ul style="list-style-type: none"> <li>• 0 Points Unacceptable • 1 Point Below Average • 2 Points Average • 3 Points Above Average • 4 Points Well above Average • 5 Points Outstanding Using the Price Schedule form included in this RFP, each firm shall submit a firm, fixed price annual fee amount for the services listed in the scope of services. These fees, should include any and all travel or expenses required by the consultant to meet with City staff as outlined in the Scope of Work and the proposer's approach and methodology. The lobbyist will be reimbursed on a monthly basis as a flat fee, inclusive of all expenses. The successful firm(s) will be paid no more frequently than on a monthly basis, upon receipt of a valid invoice or statement.</li> </ul>
<p>Administrative Review</p>	<p>Pass/Fail</p>	<p>All documents submitted as requested and complete.</p>
<p><b>Total</b></p>	<p><b>100 pts</b></p>	



# Scoring Summary

## Active Submissions

	Total	Project Understanding and Proposal	Firm's Experience and Abilities	Staff Qualifications	Firm's Past Performance
Supplier	/ 100 pts	/ 20 pts	/ 20 pts	/ 25 pts	/ 20 pts
The Southern Group	89.4 pts	18.4 pts	18.4 pts	22 pts	19.2 pts

	Fee Proposal	Administrative Review
Supplier	/ 15 pts	Pass/Fail
The Southern Group	11.4 pts	Pass



JACKSONVILLE OFFICE

208 N. Laura St., Ste 710

Jacksonville, FL 32202

O: 904.425.8765

December 11, 2020

Ms. Rose Conceicao  
Contracts Coordinator  
City of Palm Coast  
160 Lake Avenue  
Palm Coast, FL 32164

Dear Ms. Conceicao:

Pursuant to our conversation this morning, The Southern Group agrees to modify our pricing proposal for state lobbying services to the City of Palm Coast as follows:

Year 1: \$45,000 (\$3,750/month)

Year 2: \$52,500 (\$4,375/month)

Year 3: \$60,000 (\$5,000/month)

Year 4, if option is exercised: \$60,000 (\$5,000/month)

Year 5, if option is exercised: \$60,000 (\$5,000/month)

In addition, as we discussed, the City of Palm Coast will also have the resources and strategic counsel of our Jacksonville office as it relates to economic development initiatives including those located in your SR100 CRA. One of our new team members, Jim Gilmore, has been a central figure in setting up community redevelopment agencies and their associated projects in Northeast Florida and around the state.

We very much appreciate our relationship with the City of Palm Coast and the City's willingness to incrementally reach The Southern Group's typical retainer fee structure for municipal organizations who engage us for advocacy services.

I look forward to continuing to work with City administration and City Council in the months and years ahead as we pursue important initiatives on behalf of your residents and taxpayers. Please don't hesitate to reach out if there's any additional information I can provide.

Very sincerely,

A handwritten signature in blue ink, appearing to read "M.B.", with a stylized flourish extending from the end.

Matt Brockelman  
Partner  
The Southern Group



**RESOLUTION 2021-02  
STATE LOBBYIST  
MASTER SERVICE CONTRACT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A MASTER SERVICE CONTRACT WITH THE SOUTHERN GROUP OF FLORIDA, INC. FOR STATE LOBBYIST SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY, PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, The Southern Group of Florida, Inc., desires to provide state lobbyist services to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to have The Southern Group of Florida, Inc. perform the above mentioned services.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:**

**SECTION 1. APPROVAL OF CONTRACT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the master service contract with The Southern Group of Florida, Inc. for state lobbyist services, as attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the necessary documents.

**SECTION 3. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction,

such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

**SECTION 4. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

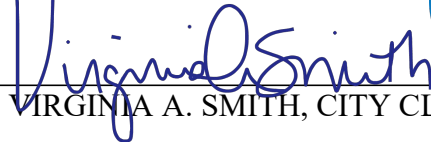
**SECTION 5. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage and adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 19th day of January 2021.

**CITY OF PALM COAST, FLORIDA**

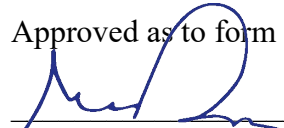
ATTEST:

  
\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK



  
\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

Approved as to form and legality

  
\_\_\_\_\_  
William E. Reischmann, Jr., Esq.  
City Attorney

Attachment: Master Service Contact-The Southern Group of Florida, Inc.