

City of Palm Coast, Florida Agenda Item

Agenda Date: June 25, 2024

Department CITY ADMINISTRATION Division	Amount Account #
Subject: DISCUSSION - CITY LOBBYIST CONTRACT	
Presenter: Lauren Johnston, Acting City Manager	
Attachments: <ol style="list-style-type: none">1. Contract2. Legislative Priorities3. 2020-2024 Adopted Priorities	
Background: <p>At the June 18, 2024, City Council Business Meeting, a consensus was provided to discuss the City's current contract with The Southern Group. Attached to this item is the current contract and previous City Council Legislative Priorities.</p>	
Recommended Action: FOR DISCUSSION	



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

Renewable (Y/N): yes

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

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.
DocuSigned by: 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.
- 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 Nationality 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Fletcher & Company P. O. Box 50069 Jacksonville Beach, FL 32240-0069 Fletcher & Company	904-249-2345	CONTACT NAME: Debie Shafer PHONE (A/C, No, Ext): 904-249-2345 FAX (A/C, No): 904-246-7986 E-MAIL ADDRESS: dshafer@fletcherandcompanyfl.com
	INSURER(S) AFFORDING COVERAGE	
INSURED The Southern Group of Florida Inc. PO Box 10570 Tallahassee, FL 32302	INSURER A: Southern Owners Insurance Co.	NAIC # 10190
	INSURER B: Travelers Casualty & Surety Co	31194
	INSURER C: Houston Casualty Company	42374
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	78131095	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	78131095	03/01/2020	03/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4440409700	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB-1R064791-20-42	07/15/2020	07/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			H720114940	02/19/2020	02/19/2021	Occurrence \$ 1,000,000
C	Cyber 25,000						Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Palm Coast, its officials, officers, and employees are Additional Insured as respects to General Liability and Auto Liability on a Primary Basis as required by written contract. Waiver of subrogation, when required by written contract. 30 Days Notice of Cancellation Except 10 days for Non-Payment.

CERTIFICATE HOLDER PALMC-8 City of Palm Coast 160 Lake Avenue Palm Coast, FL 32164	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DATE (MM/DD/YYYY)
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PRODUCER Fletcher & Company P. O. Box 50069 Jacksonville Beach, FL 32240-0069 Fletcher & Company	904-249-2345	CONTACT NAME: Debie Shafer PHONE (A/C, No, Ext): 904-249-2345 FAX (A/C, No): 904-246-7986 E-MAIL ADDRESS: dshafer@fletcherandcompanyfl.com																				
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CERTIFICATE HOLDER

CANCELLATION

PALMC-8 City of Palm Coast 160 Lake Avenue Palm Coast, FL 32164	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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City of Palm Coast, Florida

Agenda Item

Agenda Date: January 19, 2021

Department	City Manager	Amount	\$45,000
Item Key		Account	10012100 034000
Subject: RESOLUTION 2021-XX APPROVING A MASTER SERVICE AGREEMENT WITH THE SOUTHERN GROUP OF FLORIDA, INC., FOR STATE LOBBYIST SERVICES			
Presenter: Matthew Morton, City Manager			
<p><u>UPDATE FROM THE JANUARY 12, 2021 WORKSHOP MEETING:</u> This item was heard by City Council at the January 12, 2021 Workshop Meeting. There were no changes suggested to this item.</p> <p><u>ORIGINAL BACKGROUND FROM THE JANUARY 12, 2021 WORKSHOP MEETING:</u> 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"> • Year 1: \$45,000 (no increase from prior pricing and falls within approved 2021 budget) • Year 2: \$52,500 • Year 3: \$60,000 • Year 4, if option is exercised: \$60,000 • Year 5, if option is exercised: \$60,000 <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.

SOURCE OF FUNDS WORKSHEET FY 2021	
City Manager Other Contractual	10012100 034000
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.

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) 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"> • 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.
Firm's Experience and Abilities	20 pts	<ul style="list-style-type: none"> • 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



		<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>	<ul style="list-style-type: none"> • 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>Firm's Past Performance</p>	<p>20 pts</p>	<ul style="list-style-type: none"> • 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>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"> • 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.
<p>Administrative Review</p>	<p>Pass/Fail</p>	<p>All documents submitted as requested and complete.</p>
<p>Total</p>	<p>100 pts</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 at 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.

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

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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.

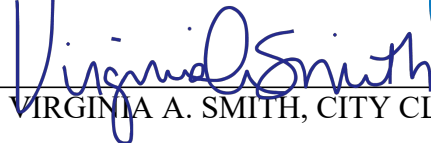
SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

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:



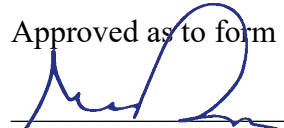
VIRGINIA A. SMITH, CITY CLERK





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.

City of Palm Coast, Florida Agenda Item

Agenda Date : 09/08/2020

Department CITY CLERK Item Key 8707	Amount Account #
Subject RESOLUTION 2020-XX APPROVING 2021 LEGISLATIVE PRIORITIES	
Presenter : Denise Bevan	
Background : The Northeast Florida Regional Council (NEFRC) has requested that each county submit its top legislative priorities for inclusion in NEFRC's 2021 Legislative Priorities publication by September 25, 2020. Flagler County has requested submission from each city by September 11, 2020 in a similar format as previous years. City staff have attached the 2018 and 2020 Legislative Priorities and City Council adopted Strategic Action Plan Priorities Resolution 2020-67. City staff request direction on the legislative priorities that City Council wants to submit for 2021. The Board of County Commissioners will consider the cities' submissions along with County priorities at their September 21, 2020 meeting.	
Recommended Action : ADOPT RESOLUTION 2020-XX APPROVING 2021 LEGISLATIVE PRIORITIES	

RESOLUTION 2020 - ____
2021 STATE LEGISLATIVE PRIORITIES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE 2021 STATE LEGISLATIVE PRIORITIES; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, each year the Northeast Florida Regional Council (NEFRC) requests legislative priorities from Counties for inclusion in their publication; and

WHEREAS, Flagler County has requested legislative priorities from the City of Palm Coast for transmittal to NEFRC; and

WHEREAS, the City Council of the City of Palm Coast each year evaluates and develops a list of legislative priorities for transmittal to Flagler County, NEFRC, our state legislative delegation, and the City's state lobbyist.

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

SECTION 1. APPROVAL OF LEGISLATIVE PRIORITIES. The City Council of the City of Palm Coast hereby approves the 2021 State Legislative Priorities as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 2. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 3. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 15 day of September 2020.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK

Attachment: Exhibit "A" – 2021 State Legislative Priorities

Approved as to form and legality

William E. Reischmann, Jr., Esq.

Administration

1769 E. Moody Blvd Bldg 2
Bunnell, FL 32110



www.flaglercounty.org

Phone: (386)313-4001

Fax: (386)313-4101

Via Email and US Mail

August 18, 2020

The Honorable Stephen Emmett
Mayor, Town of Beverly Beach
2735 N. Oceanshore Blvd.
Beverly Beach, FL 32136

The Honorable Linda Provencher
Mayor, City of Flagler Beach
Post Office Box 70
Flagler Beach, FL 32136

The Honorable Catherine Robinson
Mayor, City of Bunnell
Post Office Box 756
Bunnell, FL 32110

The Honorable Milissa Holland
Mayor, City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

The Honorable Dr. Leslie Babonis
Mayor, Town of Marineland
9507 Oceanshore Blvd.
St. Augustine, FL 32080

Dear Mayors:

The Northeast Florida Regional Council (NEFRC) recently sent its annual solicitation of the top three regional legislative priorities for each county and municipality for the NEFRC's 2021 Legislative Priorities publication. The submission deadline is Friday, September 25, 2020. Accordingly, we are asking for responses from each municipality by Friday, September 11, 2020 in order to be included in the September 21, 2020 Board of County Commissioners meeting agenda.

The Council is asking for the 2020 priorities to be prepared in the same format as shown in the 2020 publication. These regional priorities may differ from the local priorities we will submit to the members of our legislative delegation later this year. For your reference, we are attaching the 2020 Regional Legislative priorities. Generally, we submit three or four regional countywide priorities for consideration.

It would be appreciated if you would bring this request to the attention of your Council at the earliest convenience so we may include your input in a timely response to this request.

Charles Ericksen, Jr.
District 1

Greg Hansen
District 2

David Sullivan
District 3

Joe Mullins
District 4

Donald O'Brien Jr.
District 5

Sincerely,



Jerry Cameron
County Administrator

Enclosure/Attachment – 2020 NEFRC Legislative Priorities Booklet

- c: Flagler County Board of County Commissioners
- Mr. Larry Newsom, Flagler Beach City Manager
- Mr. Matthew Morton, Palm Coast City Manager
- Mr. Alvin B. Jackson Jr., Bunnell City Manager

RESOLUTION 2018 - 106
2019 STATE LEGISLATIVE PRIORITIES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE 2019 STATE LEGISLATIVE PRIORITIES; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, each year the Northeast Florida Regional Council (NEFRC) requests legislative priorities from Counties for inclusion in their publication; and

WHEREAS, Flagler County has requested legislative priorities from the City of Palm Coast for transmittal to NEFRC; and

WHEREAS, the City Council of the City of Palm Coast each year evaluates and develops a list of legislative priorities for transmittal to Flagler County, NEFRC, our state legislative delegation, and the City's State lobbyist.

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

SECTION 1. APPROVAL OF LEGISLATIVE PRIORITIES. The City Council of the City of Palm Coast, hereby, approves the 2019 State Legislative Priorities as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 2. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 3. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 7th day of August 2018.

CITY OF PALM COAST, FLORIDA

M. Holland

MILISSA HOLLAND, MAYOR

ATTEST:

Virginia Smith

VIRGINIA SMITH, CITY CLERK

Attachment: Exhibit "A" – 2019 State Legislative Priorities

Approved as to form and legality

William E. Reischmann, Jr.

William E. Reischmann, Jr., Esq.





CITY OF PALM COAST LEGISLATIVE PRIORITIES

PROTECT HOME RULE

Background: In 1968, Florida voters amended the state constitution to confer broad “home rule” powers on municipal government. This change was an unequivocal expression of support for local self-government by the people of the State of Florida and the right of the people to access government to address local needs and problems. Unfortunately, each session bills are proposed that contradict the will of the people and usurp local control, where the elected local elected officials are more accountable and responsive to their concerns.

Request Action: Oppose legislation and initiatives that eliminate municipal home rule powers.

Effect: Allow local government to operate without interference from state government and provide its citizens with better access and response from local elected officials.

ENHANCE WATER AND WASTEWATER FUNDING

Background: The City of Palm Coast doubled in population from 2000 to 2010. By 2035, our population is expected to once again double. In addition, the amount of regulatory requirements from both the State and Federal government has increased in order to provide safe drinking water and properly treat wastewater. In the last few years, the City has and will continue to spend millions of dollars on projects directly related to State and Federal regulatory requirements (e.g. Zero Liquid Discharge \$11.4 million, wellfield expansion projects \$2.75 million).

Request Action: Enhance and provide additional funding for water and wastewater infrastructure projects.

Effect: Ensure safe drinking water and proper treatment of wastewater in a cost-effective manner.

PROVIDE BEACH RENOURISHMENT FUNDING

Background: Tourism and its economic impact helps diversify the economy on Palm Coast. Tourists visit Palm Coast not only for our outdoor activities, sporting events, and cultural activities, but also to enjoy the wonderful beaches in Flagler Beach and Flagler County.

Request Action: Promote and provide funding of beach renourishment programs through partnerships with state agencies and local governments.

Effect: Ensure that the City’s economy is vibrant and diverse through continued visitor spending.

**RESOLUTION 2020 -67
CITY COUNCIL STRATEGIC ACTION PLAN
ADDITIONAL PRIORITIES FOR FISCAL YEAR 2020-2021**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING CITY COUNCIL PRIORITIES FOR FISCAL YEAR 2020-2021; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast City Council continues to support the City’s Vision, Mission, Values, and Goals as set forth in the Strategic Action Plan; and

WHEREAS, the City of Palm Coast City Council annually evaluates the Strategic Action Plan to remain nimble and focused on the needs of the community; and

WHEREAS, a continual year-long process has been established to track progress and ensure effective stewardship of annual priorities and fiduciary responsibility to the citizens of Palm Coast.

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

SECTION 1. APPROVAL OF CITY COUNCIL PRIORITIES. The City Council of the City of Palm Coast hereby approves the City Council priorities, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 2. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 3. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution, including, but not limited to, inclusion of supporting projects and programs to further the additional City Council priorities in the budget process for further City Council consideration.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 16th day of June 2020.

CITY OF PALM COAST, FLORIDA

M. Holland

MILISSA HOLLAND, MAYOR

ATTEST:

Virginia Smith

VIRGINIA SMITH, CITY CLERK



Attachment: Exhibit "A" – Fiscal Year 2020-2021 City Council Priorities

Approved as to form and legality

William E. Reischmann, Jr.

William E. Reischmann, Jr., Esq.

Exhibit A

Fiscal Year 2020-2021 City Council Priorities

A. Innovation District:

- 1) Create an Art District for the Innovation District, establish dedicated funding support through generated revenues, and foster relationships in support of a cultural arts facility while expanding programs and experiences within the District
- 2) Host an annual hackathon event that builds on the success of the 2020 Tech Beach Hackathon
- 3) Continue to support UNF MedNex and foster relationships that continue to align program initiatives with Flagler County Flagship Programs, Daytona State College and medical institutions
 - Develop a marketing program to recruit and host medical and technology summits and retreats to the area
 - Reinforce the future benefits of the UNF MedNex program that will recruit professional and higher paying jobs
 - Memorialize the City's position of support as a multi-year legislative priority
- 4) Seek partnerships with local talent and complementing businesses while seeking grants to foster growth at the Tennis Center to expand on the community's rich sports history

B. Business Friendly Initiative:

- 1) Continue to grow the Business Friendly Initiative on TRX, BRX, SCORE, and other successes to ensure enhanced customer service through technology driven processes ("Amazon" of Building Permits – tracking, inspection routing, etc.)
- 2) Develop a baseline and establish level of service targets for permitting through the incorporation of user feedback and reviewing standards of other communities
- 3) Develop a communications plan that outlines the specific techniques being implemented to improve efficiencies and customer satisfaction with the goal of building public awareness

C. Community Engagement:

- 1) Host Virtual Town Halls and other interactive opportunities through a single source to reach our citizens

- 2) Promote “Take the Challenge” to “Be Local Buy Local” commitment campaign
- 3) Enhance PalmCoastConnect through the integration of real-world applications
- 4) Utilize PalmCoastConnect data to drive efficiencies while integrating customer feedback
- 5) Develop a communication plan to broaden public awareness of key initiatives including Streetlights, Stormwater, Business Friendly Initiative, Innovation and Arts District(s), and Fiber

D. Service Delivery and Efficiency:

- 1) Ensure that the Public Works Facility is top priority facility project and commence with initial improvements based on Capital Improvement Plan timeline
- 2) Identify Public Works staff to receive training and certifications to supplement electrical service demands
- 3) Begin the examination of recycling handling options for waste collection services
- 4) Continue to implement water and wastewater utility improvements to harden facilities to mitigate the impacts of flooding and other hazards
- 5) Provide biannual updates to City Council and the public regarding the master stormwater plan to communicate how projects are being managed and prioritized
- 6) Continue to improve communication infrastructure and ensure redundancy as part of basic infrastructure needs
- 7) Ensure succession planning is in place with budgetary needs to ensure continuum of institutional knowledge for all departments
- 8) To ensure a strong workforce, evaluate service demand of the organization and determine if alternative duties can be assigned in lieu of reducing staff
- 9) Seek private-public partnership opportunities for the Community Center to help relieve parking pressures
- 10) Pursue PEP tank service areas as a recognized “Priority Risk” area at the state level to ensure it is an emergency response priority
- 11) Evaluate the City Fleet for electrification of vehicles

- 12) Conduct a Return on Investment (ROI) analysis that evaluates all City facilities for solar power retrofits and companion battery storage power
- 13) Conduct a cost-benefit analysis regarding implementation and ongoing maintenance of existing and proposed platform(s) (Enterprise Resource Platform)
- 14) Strengthen and maintain relationships with key stakeholders (i.e. FDOT, FPL, SJRWMD, DEO, FIND, etc.) through reoccurring meetings and other proactive approaches to further key initiatives

E. Streetlights and Safety:

- 1) Implement continuous street lighting program for major roads
- 2) Evaluate residential areas for additional street lighting for safety and reduction of crime
- 3) Evaluate potential legislative actions to support the Sheriff's Office regarding criminal activity associated with homelessness
- 4) Implement the plan for emergency communication upgrades in consultation with Flagler County and other partners
- 5) Through emergency communication validation process, identify areas with poor or no reception
- 6) Monitor the progress of City-wide camera (security) master plan to include inventory and viewable coverage to determine if additional cameras are needed

F. Street Maintenance:

- 1) Develop alternative options to traditional funding sources to ensure funding of streets maintenance program for striping and resurfacing by providing a projection of road maintenance currently budgeted vs. needs for future years
- 2) As part of street resurfacing and maintenance program, investigate and where feasible, apply the following.
 - Intersection safety improvements shall be conducted to address turn radius conflicts
 - Enhancements to support the use of autonomous vehicles
 - Traffic calming alternatives (i.e. striping, road bumps, etc.)
 - Continue the incorporation of innovative assessment methods
- 3) Ensure that Phase II and III of Old Kings Road are included in FDOT project plan

G. Smart City:

- 1) As technology advances, staff to continue the investigation of adaptive traffic control solutions and enhancements

H. Fiber:

- 1) Evaluate fiber initiative with the University of Florida Whitney Lab facilities to determine mutually beneficial opportunities
- 2) Develop a master plan that depicts the existing and future expansion of the fiber infrastructure
- 3) Based on the Fiber Master Plan, determine the feasibility of requiring existing and proposed development to incorporate fiber infrastructure
- 4) Evaluate and confirm the option to establish an ISP to permit the selling of bandwidth to retail users



2021 Legislative Priorities

2021 State Legislative Priorities

City Council Workshop Meeting - September 8, 2020

595595

- Requested by Northeast Florida Regional Council (NEFRC)
- Flagler County then requests submission of each City's Legislative Priorities to provide to NEFRC
- Flagler County Board of County Commissioners will consider the submissions along with County priorities on September 21, 2020

For your reference (packet materials):

- 2019 City Council adopted Legislative Priorities
- 2020 Northeast Florida Regional Council Legislative Priorities Booklet
- 2021 City Council Strategic Action Plan Priorities

PROTECT HOME RULE

Background: In 1968, Florida voters amended the state constitution to confer broad "home rule" powers on municipal government. This change was an unequivocal expression of support for local self-government by the people of the State of Florida and the right of the people to access government to address local needs and problems. Unfortunately, each session bills are proposed that contradict the will of the people and usurp local control, where the elected local elected officials are more accountable and responsive to their concerns.

Request Action: Oppose legislation and initiatives that eliminate municipal home rule powers.

Effect: Allow local government to operate without interference from state government and provide its citizens with better access and response from local elected officials.

ENHANCE WATER AND WASTEWATER FUNDING

Background: The City of Palm Coast doubled in population from 2000 to 2010. By 2035, our population is expected to once again double. In addition, the amount of regulatory requirements from both the State and Federal government has increased in order to provide safe drinking water and properly treat wastewater. In the last few years, the City has and will continue to spend millions of dollars on projects directly related to State and Federal regulatory requirements.

Request Action: Enhance and provide additional funding for water and wastewater infrastructure projects.

Effect: Ensure safe drinking water and proper treatment of wastewater in a cost-effective manner.

PROVIDE BEACH RENOURISHMENT FUNDING

Background: Tourism and its economic impact helps diversify the economy on Palm Coast. Tourists visit Palm Coast not only for our outdoor activities, sporting events, and cultural activities, but also to enjoy the wonderful beaches in Flagler Beach and Flagler County.

Request Action: Promote and provide funding of beach renourishment programs through partnerships with state agencies and local governments.

Effect: Ensure that the City's economy is vibrant and diverse through continued visitor spending.

**RESOLUTION 2021-117
2022 STATE LEGISLATIVE PRIORITIES**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE 2022 STATE LEGISLATIVE PRIORITIES; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, each year the Northeast Florida Regional Council (NEFRC) requests legislative priorities from Counties for inclusion in their publication; and

WHEREAS, Flagler County has requested legislative priorities from the City of Palm Coast for transmittal to NEFRC; and

WHEREAS, the City Council of the City of Palm Coast each year evaluates and develops a list of legislative priorities for transmittal to Flagler County, NEFRC, our state legislative delegation, and the City’s state lobbyist.

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

SECTION 1. APPROVAL OF LEGISLATIVE PRIORITIES. The City Council of the City of Palm Coast hereby approves the 2022 State Legislative Priorities as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 2. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 3. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 17 day of August 2021.

CITY OF PALM COAST, FLORIDA



DAVID ALFIN, MAYOR

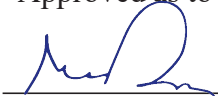
ATTEST:



VIRGINIA SMITH, CITY CLERK

Attachment: Exhibit "A" – 2022 State Legislative Priorities

Approved as to form and legality



William E. Reischmann, Jr., Esq.





CITY OF PALM COAST LEGISLATIVE PRIORITIES

PEP SYSTEM POWER RESTORATION PRIORITIZATION

Background: Water and Wastewater facilities are critical infrastructures that serve a lifeline function providing indispensable services that enable the continuous operation of critical business and government functions. After experiencing several days of power outages from two hurricanes, maintaining service to over 14,000 residential Pretreatment Effluent Pumping (PEP) systems serving over 30,000 citizens became an increasingly urgent issue. These systems also serve 49 vulnerable residents with assisting living support. PEP systems are a critical element of the City's wastewater collection system, and Palm Coast maintains the largest inventory in the state. During Hurricane Irma at a cost of approximately \$750,000, pumping trucks and portable generators were quickly dispatched to add capacity to PEP tanks already at maximum limits. Unfortunately, the response could not reach all in need, and sewage backed into homes, an event that is not acceptable. These areas are primarily outside of evacuations zones and include the population that tends to stay during an event.

Request Action: Deem that the restoration of power for PEP Tank Service Areas is a lifeline function and power restoration is prioritized.

Effect: Ensure that all utility services including PEP systems recover from power outages quickly.

OLD KINGS ROAD PHASE 2 AND 3 CONSTRUCTION

Background: The City of Palm Coast doubled in population from 2000 to 2010, and by 2035 our population is expected to double again. Local funding challenges already make keeping pace with the rapid growth and maintenance of our network of over 1,200 lane miles difficult. Recognizing that the revenue generated by fuel tax has only increased by 15% over the last ten years, there is concern that funding will continue to be deficient and increasingly strained by vehicle efficiencies and other pressures. These challenges are most evident in the City's top priority transportation project, Old Kings Road widening, which began with FDOT in 2009. It serves as an alternate route to I-95 during closures and a primary connection to the Palm Coast Parkway commercial corridor. Phase 1, funded by FDOT in 2019, is currently under construction; however, the City had to postpone two FDOT funded projects to ensure sufficient funding for Phase 1 to occur. The Phase 2 and 3 construction funding request has been submitted to FDOT for consideration; however, both are not in the 5-year Work Plan. The River to Sea TPO Ranks the project as #3 of Prioritized Regionally Significant Non-SIS Projects. This critical project will

further expand evacuation zone capacity, add pedestrian paths on both sides, provide street lighting, accommodate alternate traffic patterns, and mitigate growth demands.

Request Action: Provide legislative support for District 5 FDOT to include Old Kings Road Phase 2 and 3 construction in 5-year Work Plan.

Effect: Build traffic capacity and directly aid alternate traffic patterns and evacuations.

TRANSPORTATION ACCESS TO THE WEST

Background: The FEC Railroad bisects Palm Coast running north/south just west of US1. There are approximately 12,000 acres of land within the Palm Coast municipal boundaries west of the railroad tracks with limited access. Currently, there are only two, at grade, railroad crossings within the city limits. The City is actively evaluating options for three additional westbound corridors at Matanzas Woods Parkway, Palm Coast Parkway, and Whiteview Parkway. Judicious transportation investments lower the costs of moving people and goods increasing economic productivity. Because productivity is a central component of economic growth, it should be a strong consideration when assessing the value of transportation expenditures. Opening these corridors will promote economic opportunities in Palm Coast and Flagler County.

Request Action: Support transportation projects that will improve access to large land tracts on the west side of Palm Coast.

Effect: Improved access to the west will provide opportunities for economic advancement.

**RESOLUTION 2022-62
CITY COUNCIL STRATEGIC ACTION PLAN
FOR FISCAL YEAR 2022-2023**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING CITY COUNCIL PRIORITIES FOR FISCAL YEAR 2022-2023; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast City Council continues to support the City’s Vision, Mission, Values, and Goals as set forth in the Strategic Action Plan; and

WHEREAS, the City of Palm Coast City Council annually evaluates the Strategic Action Plan to remain nimble and focused on the needs of the community; and

WHEREAS, a continual year-long process has been established to track progress and ensure effective stewardship of annual priorities and fiduciary responsibility to the citizens of Palm Coast.

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

SECTION 1. APPROVAL OF ADDITIONAL CITY COUNCIL PRIORITIES. The City Council of the City of Palm Coast hereby approves the City Council priorities, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 2. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

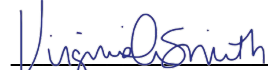
SECTION 3. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution, including, but not limited to, inclusion of supporting projects and programs to further the additional City Council priorities in the budget process for further City Council consideration.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 3rd day of May 2022.

ATTEST:



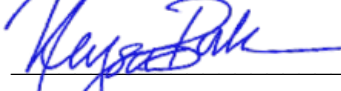
VIRGINIA A. SMITH, CITY CLERK

CITY OF PALM COAST



DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:



NEYSA BORKERT, CITY ATTORNEY

Attachment: Exhibit "A" – Fiscal Year 2022-2023 City Council Priorities



Exhibit A

Fiscal Year 2022-2023 City Council Priorities

A. Strong Resilient Economy:

1. Town Center should promote and partner with well-known higher education institutions to become a regional center for learning. Partnerships will be enhanced by a home for arts & culture offering opportunities for performance, display, creative expression and training.
 - Evaluate Town Center land for potential acquisition of open space to meet the need of future growth.
2. Palm Coast brands its' future as a regional destination for health care training complimented by research and technology innovation while fostering relationships.
3. Strengthen and maintain relationships with key community stakeholders through reoccurring meetings and other proactive approaches to further key initiatives.
 - Staff should provide City Council a list of stakeholders, top 10 biggest employers and periodic communications on relationship feedback.
4. Develop economic opportunity tools and communication strategies to enhance the need for regional growth.
 - Create a portfolio and make available for business when they inquire about locating to our community.
 - Focus on green and clean industry.
5. The westward expansion is guided by master planning for smart, managed, growth. Economic development is driven by Town Center regional destination initiatives. Economic growth and community marketing are supported by competitive youth sport activity centers catering to young athletes, families, and fans from regional and distant locations.
6. Inventory, assess, and identify optimal use of city land assets.
7. To ensure continued smart/sustainable long-term growth of the City of Palm Coast, staff will develop a timeline and propose a budget accordingly to conduct a comprehensive Evaluation and Appraisal Report (EAR) analysis to an updated planning horizon of 2045.
 - In FY 22, staff shall conduct a survey on resident feedback on multi-family house in Palm Coast.

B. Civic Engagement:

1. In the spirit of the Arts District, create an arts program with community partners for the original blue & white neighborhood entry way signs to transform them into art in public places.
 - Program proposals should focus on the enhancing the visual appeal. Focus on a modern, classy, easy to read, and pleasant to the eye style.
 - Evaluate the process and address funding sources for this project.

2. Seek out opportunities to engage Flagler County students on civic programs.
3. Staff to provide an inventory of potential facilities according to the Public Renaming Policy in honor of Mayor Jon Netts.
4. Research other cities communications strategies on how they respond in proactive and reactive manners with social media applications.

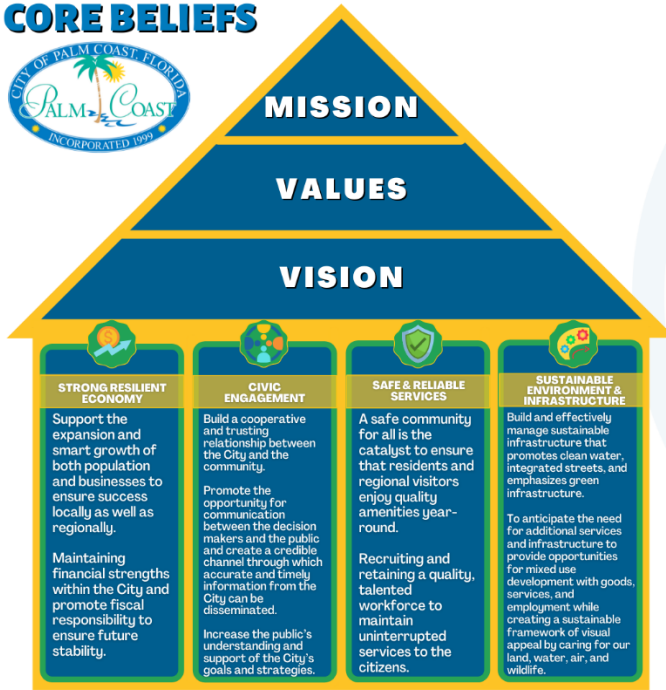
C. Safe and Reliable Services:

1. Ensure that the Maintenance & Operations Facility is top priority facility project and commence with initial improvements based on Capital Improvement Plan timeline.
2. Identify local recreation demands (i.e. aquatics, fields, senior services, etc.) to balance the need of regional activity centers.
 - Staff to provide a branding outline that represents the community recreation needs for the southern extent of the City.
 - Prioritize projects on the Park & Recreation Capital Improvement Plan.
3. Seek opportunities for the Community Center to help relieve parking pressures through the following approaches:
 - Evaluating the utilization of the Community Center playground, basketball courts and tree area for additional parking.
 - Conducting a detailed analysis of city-owned lands and facilities in the vicinity of the Community Center to determine optimum use value.
 - Repurpose FS22, to preserve historical value and expand visitor awareness of Palm Coast.
4. On high value service contracts, provide adequate quality control to ensure contractual compliance.

D. Sustainable Environment and Infrastructure:

1. Develop a comprehensive Cybersecurity plan to focus on safety and security of all infrastructure and critical functions.
2. Collaborate with FPL to provide electric vehicles fast charging stations across multiple locations in the City.
 - Engage local interest in expanding opportunities.
3. Conduct a Solar Feasibility Study and expand the scope to include solar retrofits for current and future facilities.
 - Seek out grant opportunities.
4. Multifaceted approach, including TPO, collaboration with City lobbyists, and direct communication with our legislative team to encourage the inclusion of Phase II and III of Old Kings Road widening in the FDOT 5 year work plan.
5. Develop a plan for maintenance of the salt water canals.

CORE BELIEFS



MISSION

VALUES

VISION

STRONG RESILIENT ECONOMY

Support the expansion and smart growth of both population and businesses to ensure success locally as well as regionally.

Maintaining financial strengths within the City and promote fiscal responsibility to ensure future stability.

CIVIC ENGAGEMENT

Build a cooperative and trusting relationship between the City and the community.

Promote the opportunity for communication between the decision makers and the public and create a credible channel through which accurate and timely information from the City can be disseminated.

Increase the public's understanding and support of the City's goals and strategies.

SAFE & RELIABLE SERVICES

A safe community for all is the catalyst to ensure that residents and regional visitors enjoy quality amenities year-round.

Recruiting and retaining a quality, talented workforce to maintain uninterrupted services to the citizens.

SUSTAINABLE ENVIRONMENT & INFRASTRUCTURE

Build and effectively manage sustainable infrastructure that promotes clean water, integrated streets, and emphasizes green infrastructure.

To anticipate the need for additional services and infrastructure to provide opportunities for mixed use development with goods, services, and employment while creating a sustainable framework of visual appeal by caring for our land, water, air, and wildlife.

MISSION:

Delivering exceptional service by making our citizens our priority.

VALUES:

**Pride
Accountability
Leadership
Motivated
Collaborative
Ownership
Achievement
Stewardship
Trust**

VISION:

A multigenerational community recognized as one of Florida's premier cities that values:

- **Building a diverse, sustainable economic base to support innovation while providing necessary infrastructure and services.**
- **Providing exceptional amenities and standards that support a high quality lifestyle.**
- **Protecting the environment and beauty of Palm Coast while conserving natural resources.**



CITY OF PALM COAST LEGISLATIVE PRIORITIES

OLD KINGS ROAD PHASE 2 AND 3 CONSTRUCTION – Continued to FY23

Background: The City of Palm Coast doubled in population from 2000 to 2010, and by 2035 our population is expected to double again. Local funding challenges already make keeping pace with the rapid growth and maintenance of our network of over 1,200 lane miles difficult. Recognizing that the revenue generated by fuel tax has only increased by 15% over the last ten years, there is concern that funding will continue to be deficient and increasingly strained by vehicle efficiencies and other pressures. These challenges are most evident in the City's top priority transportation project, Old Kings Road widening, which began with FDOT in 2009. It serves as an alternate route to I-95 during closures and a primary connection to the Palm Coast Parkway commercial corridor. Phase 1, funded by FDOT in 2019, is currently under construction; however, the City had to postpone two FDOT funded projects to ensure sufficient funding for Phase 1 to occur. The Phase 2 and 3 construction funding request has been submitted to FDOT for consideration; however, both are not in the 5-year Work Plan. The River to Sea TPO Ranks the project as #3 of Prioritized Regionally Significant Non-SIS Projects. This critical project will further expand evacuation zone capacity, add pedestrian paths on both sides, provide street lighting, accommodate alternate traffic patterns, and mitigate growth demands.

Request Action: Provide legislative support for District 5 FDOT to include Old Kings Road Phase 2 and 3 construction in 5-year Work Plan.

Effect: Build traffic capacity and directly aid alternate traffic patterns and evacuations.

2022 Legislative Session Update: With assistance from our lobbyist, we successfully submitted a direct appropriations request to the Florida House of Representatives. The request was accepted and filled by Rep. Shoaf as [HB3697](#). The bill was introduced and passed unanimously by the Infrastructure & Tourism Appropriations Subcommittee on 1/13/2022. The bill was referred to the Appropriations committee but was not taken up for a vote. On March 12th, 2022, the bill was indefinitely postponed and withdrawn from consideration.

TRANSPORTATION ACCESS TO THE WEST – Continued to FY23

Background: The FEC Railroad bisects Palm Coast running north/south just west of US1. There are approximately 12,000 acres of land within the Palm Coast municipal boundaries west of the railroad tracks with limited access. Currently, there are only two, at grade, railroad crossings within the city limits. The City is actively evaluating options for three additional westbound corridors at Matanzas Woods Parkway, Palm Coast Parkway, and Whiteview Parkway. Judicious transportation investments lower the costs of moving people and goods increasing economic productivity. Because productivity is a central component of economic growth, it should be a strong consideration when assessing the value of transportation expenditures. Opening these corridors will promote economic opportunities in Palm Coast and Flagler County.

Request Action: Support transportation projects that will improve access to large land tracts on the west side of Palm Coast.

Effect: Improved access to the west will provide opportunities for economic advancement.

2022 Legislative Session Update: With assistance from our lobbyist, we successfully submitted a direct appropriations request to the Florida House of Representatives. The request was accepted and filled by Rep. Shoaf as [HB3391](#). The bill was introduced and passed unanimously by the Infrastructure & Tourism Appropriations Subcommittee on 1/13/2022. The bill was referred to the Appropriations committee but was not taken up for a vote. On March 12th, 2022, the bill was indefinitely postponed and withdrawn from consideration.

PEP SYSTEM POWER RESTORATION PRIORITIZATION – Moved to Operational

Background: Water and Wastewater facilities are critical infrastructures that serve a lifeline function providing indispensable services that enable the continuous operation of critical business and government functions. After experiencing several days of power outages from two hurricanes, maintaining service to over 14,000 residential Pretreatment Effluent Pumping (PEP) systems serving over 30,000 citizens became an increasingly urgent issue. These systems also serve 49 vulnerable residents with assisting living support. PEP systems are a critical element of the City's wastewater collection system, and Palm Coast maintains the largest inventory in the state. During Hurricane Irma at a cost of approximately \$750,000, pumping trucks and portable generators were quickly dispatched to add capacity to PEP tanks already at maximum limits. Unfortunately, the response could not reach all in need, and sewage backed into homes, an event that is not acceptable. These areas are primarily outside of evacuations zones and include the population that tends to stay during an event.

Request Action: Deem that the restoration of power for PEP Tank Service Areas is a lifeline function and power restoration is prioritized.

Effect: Ensure that all utility services including PEP systems recover from power outages quickly.

2022 Legislative Session Update: Coordinated by our lobbyist, City staff met with Kevin Guthrie, Director of the Florida Department of Emergency Management, and two staff members in Tallahassee on February 9, 2022. We discussed our concerns and were met with a strong understanding of the issue. Dir. Guthrie offered assistance with generators in the event of a storm and direct communication with FP&L when necessary. He also offered his staff to assist with grant opportunities to harden the system through panel retrofits. City staff is currently working with FDEM on identifying those opportunities.

**RESOLUTION 2023-91
2024 STATE LEGISLATIVE PRIORITIES**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE 2024 STATE LEGISLATIVE PRIORITIES; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Palm Coast each year evaluates and develops a list of legislative priorities for transmittal to Flagler County, NEFRC, our state legislative delegation, and the City’s state lobbyist; and

WHEREAS, each year the Northeast Florida Regional Council (NEFRC) requests legislative priorities from Counties for inclusion in their publication; and

WHEREAS, Flagler County has requested legislative priorities from the City of Palm Coast for transmittal to NEFRC.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. APPROVAL OF LEGISLATIVE PRIORITIES. The City Council of the City of Palm Coast hereby approves the 2024 State Legislative Priorities as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 2. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 3. APPROVAL OF GRANT AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the (Entity) Grant agreement.

SECTION 4. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 5. 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 6. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 5th day of September 2023.

ATTEST:

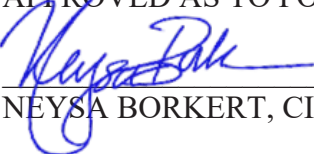


KALEY COOK, CITY CLERK

CITY OF PALM COAST


DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:



NEYSA BORKERT, CITY ATTORNEY



Attachments: Exhibit A - 2024 Legislative Session - Local Priorities



2024 Legislative Session – Local Priorities

Safety through Smart Growth

Continue to support Transportation Access to the West (NEFRC Regional Priority)

The FEC Railroad bisects Palm Coast running north/south just west of US1. There are approximately 12,000 acres of land within the Palm Coast municipal boundaries west of the railroad tracks with limited access. Construction of the first access point will commence this year, and design is underway for a loop road to connect Matanzas Woods Parkway to Palm Coast Parkway. **Provide legislative support.**

Request FDOT Fund Old Kings Road Construction Phase III (NEFRC Regional Priority)

The City's highest-ranked transportation project at the TPO, Old Kings Road widening, began with FDOT in 2009. Phase 1, funded by FDOT in 2019, was completed in 2022, and Phase II construction will occur in 2024. The River to Sea TPO Ranks the project as #3 of Prioritized Regionally Significant Non-SIS Projects. **Provide legislative support.**

Maintenance Operations Center

The existing Public Works Facility was turned over to the City, by Flagler County, in 1999. Palm Coast has operated in this facility, making minor improvements to address immediate needs and deficiencies. Currently, this facility needs more storage and maintenance capabilities safely and efficiently to meet the growing needs of the City of Palm Coast. Some of the current deficiencies include inadequate parking & material storage areas, aging buildings with structural defects, and insufficient fleet mechanics' bays that do not provide adequate space for servicing much of the City's larger work trucks, heavy equipment, and fire apparatus.

The existing Public Works facility cannot meet current operational needs and needs improved safety, technology, capacity, traffic flow, and workflow. This new Public Works facility is needed to continue providing a high level of service to our residents and address the current and future needs of the community. The work performed by our Public Works crews impacts every resident, visitor, and employee of the City. An appropriate facility is the core need for staff to function with maximum productivity.

Anticipating and addressing future, as well as current, community demands is part of the strategy to ensure that the expected levels of service necessary to properly maintain the City facility and public assets such as parks, community centers, rights-of-way, City fleet & equipment, and to respond to

emergency/disaster situations will continue to be met in the future and occur without additional risk to employees.

The new facility, located on 128 acres along US Highway 1, is centrally located relative to the future westward expansion of the City. The complex will serve all Departments of the City and will consist of a Fleet Maintenance Building, Fuel Depot, Fleet Wash Building, and an Administrative Building with warehouse and shop spaces. Rooftop photovoltaic systems will partially power the energy-efficient complex to achieve LEED Silver Certification.

The Maintenance Operations Center will be designed and constructed as a critical, hardened Facility and serve as the City's Emergency Operations Center. The Site will provide designated areas for debris storage, storm event material staging and storage, and public sandbag distribution. It will be the primary facility for staging staff and equipment during storm events and recovery. **Support funding for public safety.**

Preserve Historic Fire Station 22

Preserving Historic Fire Station 22 in Palm Coast is essential to maintaining the city's unique identity and honoring its rich history. This historic landmark serves as a tangible link to the past, offering residents and visitors a glimpse into the early days of the community's development. By preserving this iconic structure, Palm Coast can ensure that future generations continue to appreciate the historical context and evolution of firefighting services, fostering a sense of pride and connection to the local heritage. Moreover, repurposing the building for community use, such as a museum or cultural center, would provide a valuable space for educational programs and events, promoting a deeper understanding of the area's history. In embracing its past, Palm Coast can create a legacy that enhances both its sense of place and its sense of community. This request is for state funding to accomplish required building code updates to repurpose the building for an assembly use. **Support funding for historic preservation.**

Construction of a YMCA

Constructing a YMCA in Palm Coast would bring a multitude of benefits for the community. Firstly, a YMCA provides a central hub for health and wellness activities, offering a wide range of fitness programs, sports facilities, and recreational opportunities for people of all ages. This would not only promote mental and physical well-being but also foster a sense of community engagement and social interaction. Additionally, a YMCA often hosts educational programs, workshops, and classes, contributing to personal development and lifelong learning for residents. The establishment of a YMCA can also address the need for safe and supervised after-school programs, giving children a productive and enriching environment while their parents are at work. Moreover, the YMCA's emphasis on inclusivity ensures that people from all backgrounds and socioeconomic statuses can access its services, promoting social cohesion and equality within the community. Ultimately, a YMCA in Palm Coast would serve as an asset, enhancing the overall quality of life and contributing to the city's vibrant and healthy lifestyle culture.

In FY23 the Volusia Flagler YMCA received \$1,000,000 for design of a new facility in Palm Coast. The City has identified available public lands for the project. **Support funding for community wellbeing projects.**

Community Resiliency Initiatives

Reduce the Risk of Flood

Support Funding Blare Drive and Colbert Lane Flood Mitigation and Flood Map Study and Revision

This project involves increasing the stormwater conveyance capacity of three culvert crossings: (1) at Blare Drive and (2) at Colbert Lane. The improvement of the drainage system will allow for faster recovery during and following storm events while providing additional flood protection/resiliency to the surrounding residential neighborhoods. Since the stormwater modeling is being performed with more sophisticated software and data than used during the effective model, the project provides an opportunity to revise the existing flood maps to more accurately define the limits of the floodplain when constructed. The potential flood map revision should benefit flood insurance premiums to homeowners whose homes end up outside of the revised floodplain. **Support funding for community resiliency.**

Protect Environmentally Sensitive Areas

Protect Palm Coast Parkway's Unique Hard Wood Tree Canopy

The "Tree Tunnel," as it is known, runs from the intersection of Palm Coast Parkway and Florida Park Drive to the Hammock Dunes Bridge. This area showcases the beautiful native trees that are present here in Palm Coast and gives a glimpse of the beginnings of Graham Swamp. The Palm Coast Parkway and Colbert Lane property includes trees over 70" in diameter, critical habitats for native wildlife, and flood water storage as part of the swamp. Preserving the northernmost part of Graham Swamp would maintain the "Tree Tunnel" character and keep the swamp as an extensive connected system that allows water storage and water treatment for the city. **Support inclusion in the Flagler County Environmentally Sensitive Lands Program and Florida Forever funding.**

Acquire Bulow Creek Relic Dune and Burial Mound

As termed by city staff, the relic dune or Sandridge is a unique topographical area for Palm Coast. The ridge reaches 42' above sea level at its highest point, which is rare for the area. This ridge buffers Bulow Creek, an Outstanding Florida Waterway, from Old Kings Road S to provide the creek with added protection from pollution. Bulow Creek is essential for floodplain management; it is a regulatory floodway where high-velocity flood waters flow south until they reach the Intracoastal Waterway. At the ridge's terminus is a Native American burial mound; the mound no longer contains any remains or artifacts, but it is still a significant cultural site. The combination of the Sandridge, wetlands, and Bulow Creek provide unique habitat variations for many species and plants that only increase the importance of protecting the area. Under Comprehensive Plan Policy 1.1.9.18 -*The City shall coordinate with land acquisition entities and public agencies to acquire environmentally and culturally significant lands in the Planning Area east of Old Kings Road.* **Support inclusion in the Flagler County Environmentally Sensitive Lands Program and Florida Forever funding.**

Community Resiliency Initiatives

Protection of Water Supply

Indian Trails Reclaimed Watermain Extension and Sports Complex Irrigation Conversion

The City's Indian Trails Sports Complex has several ball fields for public recreation and sports clubs. The existing irrigation system supplied water from four (4) shallow irrigation wells. The wells have been steadily decreasing raw water production and have had fouling problems. Reliable irrigation for the ball fields is critical for maintaining the playing surfaces and attracting sports clubs and tournaments. This project will extend a reclaimed water main approximately 1 mile to a stormwater irrigation pond to provide a more reliable irrigation water source. The Reclaimed water will be used to maintain a water level in the pond to offset the drawdown from irrigation use. The pond will be outfitted with an irrigation pump system to replace four shallow irrigation wells. **Support funding for community resiliency.**

Citation Boulevard Reclaimed Watermain Extension

The developer of Seminole Palms is constructing the Citation Boulevard extension and associated utilities including a reclaimed wastewater main. This request is to connect to the new reclaimed main and continue it west to Belle Terre Boulevard. This will provide reclaimed service to both Seminole Palms to the east and Flagler Village and Citation Estates to the west. This project includes sidewalks and street lighting to match the new portion of Citation.

Support funding for community resiliency.

Land Acquisition for Rapid Infiltration Basins

Acquire land in the western part of the city to provide additional inland disposal and storage of treated wastewater effluent to accommodate growth, protect natural waterways by avoiding surface water discharge, and provide storage and recovery for irrigation needs when irrigation demands are at peak levels which may exceed daily production of effluent during particular weather or seasonal conditions. RIBs are an essential component of water conservation and protection of surface waters. Utilizing treated effluent/ reclaimed water for irrigation reduces aquifer and potable water consumption. When demand for irrigation water reduces with increased rainfall, it becomes necessary to dispose of excess treated effluent/reclaimed water. Disposing of excess reclaimed water in RIBs helps to replenish the surficial aquifer. **Support funding for community resiliency.**

Protection of Water Quality

Wastewater Treatment Facility No. 1 Capacity Expansion

Expand Wastewater Treatment Facility No.1 from 6.83 million gallons per day treatment capacity to 9.1 million gallons per day treatment capacity, improve electrical and control systems, and upgrade process equipment needing replacement. WWTF-1 is the City's primary wastewater treatment facility and currently serves most of the City's residences and businesses. The City has undergone significant growth in recent years, and WWTF-1 is nearing its current capacity and needs expansion to accommodate additional growth. WWTF-1 also produces a considerable amount of reclaimed water for irrigation use which is beneficial in offsetting the consumption of aquifer water. **Support funding for community resiliency.**

Construct Regional Rapid Infiltration Basin (RIB) Site (NEFRC Regional Priority)

A study for a Resiliency Plan for the Rapid Infiltration Basin (RIB) site is complete. The study revealed that converting the spray irrigation to rapid infiltration basins is feasible and will increase the much-

needed effluent capacity and storage. The RIB treats the effluent as it infiltrates through the soil and, at the same time, replenishes the aquifer. The process can treat a much larger volume of wastewater than aboveground high-volume irrigation on a small land area. This request is to convert approximately 43 acres used for treated wastewater effluent wet weather disposal from spray fields to rapid infiltration basins to increase disposal volume to accommodate growth and reduce discharge frequency to the Matanzas River. **Support funding for community resiliency.**