

AGREEMENT FOR STATE LOBBYING SERVICES

THIS AGREEMENT FOR STATE LOBBYING SERVICES made and entered into on 05 February 2020 by and between the CITY OF SARASOTA, FLORIDA, a municipal corporation, hereinafter referred to as "CITY," and THE SOUTHERN GROUP OF FLORIDA, INC., a Florida corporation, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, CITY has publicly announced a Request for Proposal seeking proposals from qualified and experienced individuals or firms to lobby the Legislature and the Executive Branch of the State of Florida on CITY'S behalf pursuant to RFP #20-08CM; and

WHEREAS, CONTRACTOR has submitted a responsive proposal and has been determined by CITY to be the most highly qualified firm to provide CITY with the above-described services; and

WHEREAS, CITY and CONTRACTOR desire to enter into this Agreement for State Lobbying Services so as to set forth the terms and conditions upon which CONTRACTOR will provide said services to CITY pursuant to Request for Proposal #20-08CM.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Definitions: The following terms have the meanings herein ascribed to them:

A. *City Manager* means the City manager of the City of Sarasota, Florida, or his designee.

B. *Project* means the Scope of Services to be performed by CONTRACTOR pursuant to this Agreement. The Project Scope of Services includes the provision of all necessary labor and services so as to lobby the Legislature and the Executive Branch of the State of Florida on CITY'S behalf. The Project Scope of Services will include provision of legislative or administrative advocacy support towards CITY'S goal of State funding for CITY projects. A more specific description of the Project Scope of Services is set forth within the Scope of Work and Specifications found within RFP #20-08CM, with a photocopy of said Scope of Work and

Specifications being attached hereto and incorporated by reference herein as Exhibit A. The Project Scope of Services includes provision of the Scope of Services identified in Exhibit A, as well as the “Other General Responsibilities” identified in Exhibit A. The Project Scope of Services also includes all services described within RFP #20-08CM, as well as CONTRACTOR’S response thereto, copies of each of which are on file in the offices of the Financial Administration Purchasing Division of CITY and are deemed incorporated by reference into this Agreement. CONTRACTOR covenants to strictly comply with all of the terms and conditions of RFP #20-08CM as well as CONTRACTOR’S response thereto. In the event of any conflict between the terms set forth in the main body of this Agreement and its attachments, the terms set forth in the main body of this Agreement will control, followed by the terms set forth in Exhibit A, followed by the terms set forth in Exhibit B, followed by the terms set forth in Exhibit C.

2. Scope of Services: CONTRACTOR will diligently and timely provide all labor, materials and equipment required to complete the Project Scope of Services. The City Manager will notify CONTRACTOR when an assignment under the Project Scope of Services is required. All tasks must be performed by CONTRACTOR within a schedule approved, in advance, in writing, by the City Manager.

3. Payment: CITY agrees to pay CONTRACTOR for the Project Scope of Services pursuant to the terms set forth in this Section 3. As such CITY agrees to pay CONTRACTOR the fees identified on the RFP Pricing Form submitted by CONTRACTOR in response to RFP #20-08CM. Consequently, CITY agrees to pay CONTRACTOR an annual fee in the amount of Forty-Eight Thousand Dollars (\$48,000.00). This annual fee will be paid in equal monthly installments within thirty (30) days of receipt of an invoice for same. No amount of compensation unless authorized by this Section 3 will be due and payable from CITY to CONTRACTOR.

4. Term: The term of this Agreement will commence upon complete execution by each of the parties. The term will be for a total of three (3) years. The initial term of this Agreement will be for a period of one (1) year with the option for renewal, upon mutual agreement of the parties, at the same terms and conditions, subject to available funding, for up to two (2) additional one-year extension periods.

5. Termination Without Default: The City Manager has the right at any time upon thirty (30) days written notice to CONTRACTOR to terminate the services of CONTRACTOR hereunder for any reason whatsoever. In the event of such termination, CITY will be responsible to CONTRACTOR only for the fees and compensation earned by CONTRACTOR prior to the effective date of said termination. In no event will CITY be responsible for lost profits of CONTRACTOR or any asserted damages which may arise out of an alleged premature termination of this Agreement. CONTRACTOR acknowledges that the thirty (30) day notice provision set forth in this Section 5 is adequate additional consideration supporting this Termination for Convenience clause.

6. Assignment: CONTRACTOR cannot assign, sell, or transfer any interest in this Agreement.

7. Compliance with Applicable Law: This Agreement is governed by the laws of the State of Florida. CONTRACTOR covenants to promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. CONTRACTOR covenants that it will conduct no activity or provide any service that is unlawful or offensive.

8. Project Team: It is acknowledged by CITY and CONTRACTOR that a substantial consideration given by CITY in the awarding of this Agreement to CONTRACTOR is the

experience of the Project Team proposed by CONTRACTOR to perform the Project Scope of Services. The Project Team is identified in the Organizational Chart attached hereto and incorporated by reference herein as Exhibit C. The team described therein will represent the Project Team to provide the services of CONTRACTOR pursuant to this Agreement. No change will be made in the composition of the Project Team by CONTRACTOR without the prior written approval of the City Manager.

9. Public Records: As required by Section 119.0701, Florida Statutes, CONTRACTOR hereby specifically covenants to comply with the public records laws of the State of Florida.

CONTRACTOR specifically covenants to:

(a) Keep and maintain public records required by CITY in order to perform the Project Scope of Services.

(b) Upon request from CITY, 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, Florida Statutes, or as otherwise provided by law.

(c) 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 CONTRACTOR does not transfer the records to CITY.

(d) Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the Project Scope of Services. If CONTRACTOR transfers all public records to CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for maintaining public records. All records stored electronically must be provided to CITY upon request from CITY in a format that is compatible with the information technology systems of CITY.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

SHAYLA GRIGGS, CITY AUDITOR AND CLERK
SHAYLA.GRIGGS@SARASOTAFL.GOV
(941) 954-4160
1565 FIRST STREET
SARASOTA, FL 34236

CONTRACTOR acknowledges that, pursuant to Section 119.0701(3)(b), Florida Statutes, if CONTRACTOR fails to comply with CITY'S request for public records, CITY shall enforce the contract provisions in accordance with the contract. CONTRACTOR acknowledges the relief available to CITY includes, but is not be limited to, an action for specific performance.

10. Disclaimer of Joint Venture: CONTRACTOR and CITY warrant and represent by the execution of this Agreement it is not the intent of the parties that this Agreement be construed or deemed to represent a joint venture or undertaking between CITY and CONTRACTOR. CONTRACTOR is solely responsible for the conduct of all activities and services provided by CONTRACTOR as part of its business operations. While engaged in carrying out and complying with the terms of this Agreement, CONTRACTOR is an independent contractor and not an officer or employee of CITY. CONTRACTOR will not at any time or in any manner represent that it or any of its agents or employees are employees of CITY.

11. Right of Inspection: The City Manager has the right at all reasonable times during the term of this Agreement to inspect or otherwise evaluate the work being performed hereunder and the premises in which it is being performed.

12. Remedies - Cumulative: All remedies conferred to CITY are deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.

13. Waiver: The failure of CITY to take any action with respect to any breach of any term, covenant, or condition contained herein, or any instance of default hereunder by CONTRACTOR, will not be deemed to be a waiver of any default or breach by CITY.

14. Entire Agreement: This Agreement, including its attachments and Request for Proposal #20-08CM, as well as CONTRACTOR'S response thereto, each on file at the office of the Financial Administration Purchasing Division of CITY, constitutes the entire agreement between the parties. All amendments to this Agreement will be ineffective unless reduced to writing as a formal amendment to this Agreement and executed by CITY and CONTRACTOR.

15. Attorney's Fees: Should it be necessary for either party to bring any action against the other alleging a breach of this Agreement or seeking to enforce any of the covenants, provisions, or conditions of this Agreement, the non-prevailing party hereby agrees to pay all costs attendant thereto, including reasonable attorney's fees to the attorney representing prevailing party, and said obligation applies to declaratory relief, if necessary, to interpret any of the terms hereof.

16. Public Entity Crimes: Prior to entering into this Agreement, CONTRACTOR shall file a sworn statement with the Purchasing Manager of CITY, as required by §287.133, Florida Statutes (2019).

17. Notices: Notices and other correspondence required by this Agreement must be sent by certified mail, return receipt requested, to the respective parties at the following addresses:

City of Sarasota
Attention: City Manager
1565 First Street
Sarasota, Florida 34236

The Southern Group of Florida, Inc.
201 E. Kennedy Boulevard, Suite 1950
Tampa, Florida 33602
Attn: Laura Boehmer, Partner

IN WITNESS WHEREOF this Agreement has been signed and sealed, in duplicate, by the respective parties hereto.

DATED on 05 February 2020 by the **City of Sarasota, Florida.**

DATED on 11 January 2020 by **The Southern Group of Florida, Inc.**

CITY OF SARASOTA, FLORIDA

DocuSigned by:
By: 
0505E5D1D3774F6...
Jen Ahearn-Koch
Mayor

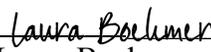
ATTEST:

DocuSigned by:
By: 
CDE4CA15935542F...
Shayla Griggs
City Auditor and Clerk

Approved as to form and correctness

DocuSigned by:
By: 
034BE83CD0D6440...
City Attorney

THE SOUTHERN GROUP OF FLORIDA, INC.

DocuSigned by:
By: 
Laura Bochner
Partner

20-08CM

State Lobbying Services



**City of Sarasota, Florida
Scope of Work and Specifications**

Prepared by:

City Manager

Purpose:

The City of Sarasota, Florida, is seeking proposals from qualified and experienced individuals/ firms to lobby the legislature and executive branches of the State of Florida on the City's behalf. The proposing individuals/ firms shall possess the necessary skills and qualifications to provide legislative and administrative advocacy support on behalf of the City of Sarasota towards its goal of State funding for City projects and as directed by the City Commission; have a proven track record of securing funds for their clients; in keeping clients informed on the progress of projects as they move through the system; and to provide guidance on city and public involvement during the process.

Scope of Services

The contractor shall provide services and advice including, but not limited to the following:

1. Assist the City Commission and City staff in the coordination and development of the City's legislative priorities.
2. Assist City Departments in the preparation of appropriation requests.
3. Inform relevant City staff of any relevant meetings or events for staff or elected officials to attend pertinent to the City's legislative priorities.
4. During the legislative session, maintain daily contact and report at least weekly on the status of, appropriation requests, any legislation, and matters of concern to the City. Such reports may include personal briefings and information bulletins pertinent to any state legislation, rules, regulations, policies, or programs that affect the City and its citizens either directly or indirectly. Such reports should also be specifically tailored to the legislative priorities of the City of Sarasota. A report shall be submitted at the end of each business week detailing legislative action taken during the week, status of appropriation requests and legislative items, and anticipated action during the upcoming week. A final report which summarizes the status of the City's legislative priorities shall be provided within one week of the closing of the session. A more detailed follow up report on specific legislation affecting the City shall be provided within a reasonable time period, not to exceed 60 days after the close of the session.
5. Review on a continuing basis all existing and proposed State policies, programs, and legislation, and regularly inform the City regarding identified issues that may affect the City and/or its citizens.
6. Review the legislative policy statements adopted by the Florida League of Cities and the policy statements of other local government lobbying groups for the purpose of identifying issues which may either positively or negatively affect the City.
7. Monitor state legislative committee meetings, state agency hearings and meetings prior to and during the regular and special session(s) at which specific issues delineated within the City's adopted legislative priorities are scheduled, as well as other items which may arise that affect the City.
8. Provide periodic written reports, at least monthly, when the legislature is not in session, and weekly during session, on matters of interest or concern to the City. Such information may include action taken at interim committee meetings, status of studies underway, and advance notice of legislation being proposed.

9. Track progress on studies that may positively or negatively affect the City or its citizens and regularly inform the City.
10. Provide access to consultant's tracking system, if available, to view City of Sarasota's bill tracking list.
11. Testify and lobby before the Legislature, Governor, and Cabinet as necessary on behalf of the City, during the annual legislature session, extended or special sessions and at legislative committee meeting.
12. Appear and testify before legislative committees as required, to promote and seek passage of legislation affecting the City or its citizens, and specific legislation contained in the City's legislative priorities.
13. Upon request, coordinate appointments/meetings between the City's Elected Officials and City staff and appropriate state officials and legislators.
14. Develop a strategy for support, defeat, or amendment of pending legislation.

Litigation, administrative hearings and rule challenges are outside the scope of this agreement and would be handled, if required, under a separate agreement and separate compensation.

Proposals shall be designed to demonstrate the complete range of services available through the firm and how those services may best support and promote the City in its legislative initiatives. It is the intent of the City to select one or more consultants to supply the service necessary to represent the City, as defined herein. The consultant(s) chosen by the City must agree to be available at all times upon reasonable request to meet with the City Manager, City Commission, City staff, and others as specified in order to perform the responsibilities assigned, and to attend and represent the City at any legislative committee meeting or meetings with the governor, Cabinet, or Cabinet members, or State agencies on matters covered under the scope of this Request for Proposals.

Sarasota's form of government is known as Commission-Manager. There are five City Commissioners, two are elected at-large and three are elected from single-member districts. All elections are nonpartisan. In April of each year the Commissioners select a Mayor and Vice-Mayor from among their members. The City Commission appoints a City Manager, a City Auditor and Clerk and a City Attorney, who are known as "Charter Officials". The City Manager's Office is responsible for management and coordination of legislative services.

Proposal Experience, Ability, and Approach

1. Location of firm and date established.
2. List of current clients and number of years representing such clientele.
3. List of issues and results 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.
4. List of specific issues (sufficient to provide a general overview of the scope of representation the firm provides private clients) within the last five (5) years in which the firm has represented a private entity (e.g., individual, corporation, partnership, etc.) as a lobbyist by giving the following information:
 - a. Nature of entity represented.
 - b. Issues raised in the representation.

- c. Ultimate outcome of the identified matters.
5. Disclose any potential conflicts of interest due to any other clients, contracts, or property interests. Include a notarized statement certifying that no member of your firm's ownership, management, or staff currently have a vested interest which might be considered a conflict of interest. Failure to submit this information with your proposal may result in the rejection of your proposal.
 6. Any intention to subcontract the services of any other firms. If so, proposing firm must submit the same 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.
 7. Explain how the firm approaches the legislative cycle to advance the City's legislative program.
 8. State, in detail, specific experience and role in the subject areas listed below, if not stated elsewhere in the RFP, and provide examples of similar work performed for other cities. Examples may overlap with those provided to support other sections.
 - Home rule authority
 - Charter changes
 - Public safety
 - Land use / Zoning
 - Water resources
 - Transportation initiatives
 - Work force / Economic development
 - Affordable Housing
 - Homelessness
 - Mental Health
 - Environmental initiatives
 - Pesticides
 - Red Tide
 9. Any other qualifications and experience which you consider to be significant, innovative, or otherwise relevant to the City's consideration of the firm regarding this Request for Proposals, including activities and positions held in state and national professional organizations.

Other General Responsibilities

1. Raise, discuss, and recommend any affirmative legislation action that may benefit the City.
2. Develop and evaluate strategy for the support, opposition, and amendment of pending legislation before the state and/or county commission.
3. Assist the City of Sarasota in obtaining state permits, funding and grants.
4. Coordinate appointments and meetings with legislators and City Commissioners and City staff when necessary and be prepared to participate as required.
5. Appear and testify before state agency hearings, rule-making proceedings, and other administrative agency or legislative meetings, when necessary to promote and seek passage of legislation affecting the City of Sarasota.

6. Testify and lobby, as necessary, before the state legislature and Governor on behalf of the City of Sarasota during the annual legislative session, extended or special sessions, and at legislative committee meetings.
7. Prepare briefing sheets, talking points and any other materials needed for meetings, and assist in the preparation of testimony before legislative committees.
8. Advise when City representatives may be required in person in Tallahassee to address issues of particular interest to the City and prepare backup information and talking points for these sessions.
9. Assist in the development, preparation and management of state appropriations requests and necessary forms.
10. Provide a written legislative session wrap-up presented orally before the Commissioners, summarizing the legislative activity and the effect that approved legislation will have on the City of Sarasota.
11. Ensure coordinated effort on any appropriations activities with the City Manager.
12. Research and gather socioeconomic and other information to support the City's issues, to heighten the state government's awareness that the City has significant and demonstrated needs and in general, that the City has not historically received its "fair share" of legislative attention.
13. Pertinent duties and actions with state relations as required.
14. Maintains a presence in Tallahassee.
15. May be asked to work with the City of Sarasota's Federal Lobbyist on particular issues.

Cost

The City of Sarasota requests a cost proposal, all-inclusive of any expenses incurred and associated with lobbying efforts, including but not limited to general operating expenses, overhead, and profit; for a contractor to provide the services requested in this Request for Proposal. Payment for reimbursable travel expenses will be in accordance with City Policy and Procedures.

Contract Term

The Contract Term shall be for a total of three (3) years. The initial period shall be for one (1) year with the option for renewal; upon mutual agreement, at the same terms and conditions and subject to available funding, for two (2) additional one (1) year extension periods. All Pricing shall be renegotiated and mutually agreed upon, if and when the contract is renewed.

Consultant Fee:

The Consultant fee shall be paid in twelve (12) equal monthly installments, the total amount per year as on the RFP Pricing Form. This fee shall be "full loaded" with all profit, overhead, travel, copy and miscellaneous expense. No additional compensation shall be paid.

**RFP 20-08CM
State Lobbying Services**

RFP Pricing Form

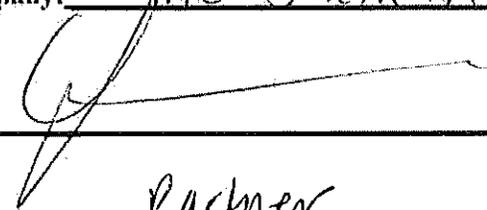
Item #	Description	Unit of Measure	Quantity	Unit Cost	Extended Cost
1	Retainer Fee – Year 1	Per Month	12	\$ 4,000	\$ 48,000
2	Retainer Fee – Year 2	Per Month	12	\$ 4,000	\$ 48,000
3	Retainer Fee – Year 3	Per Month	12	\$ 4,000	\$ 48,000

Total Extended Cost \$ 144,000

The Contract Term shall be for a total of three (3) years. The initial period shall be for one (1) year with the option for renewal; upon mutual agreement, at the same terms and conditions and subject to available funding, for two (2) additional one (1) year extension periods.

Consultant fee shall be paid in twelve (12) equal monthly installments, the total amount per year as indicated above. This fee shall be "full loaded" with all profit, overhead, travel, copy and miscellaneous expense. No additional compensation shall be paid.

Name of Bidder/ Company: The Southern Group of Florida, Inc.

Authorized Signature: 

As Written/ Title: Partner

ORGANIZATIONAL CHART

