

**CONTRACT FOR PROFESSIONAL
STATE LOBBYIST SERVICES**

22-09-835

THIS CONTRACT is made as of the 20th day of September, 2022, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **ANFIELD CONSULTING GROUP, INC.** hereinafter referred to as "Consultant".

WHEREAS, pursuant to Section 287.055, Florida Statutes, the County solicited proposals for Contracts to perform professional lobbyist services for the State of Florida (RFP No. 22-072); and,

WHEREAS, at the regularly scheduled meeting on September 20, 2022, The Board of County Commissioners approved the short list of firms, permission to negotiation contracts, and authorized the execution of an agreement for professional services between County and Consultant hereinafter referred to as "Contract"; and,

WHEREAS, the Consultant is willing and able to render professional services for the project and for the compensation and on the terms hereinafter set forth; and,

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. **RECITALS**

The Recitals set forth above are fully incorporated into the Contract by reference.

2. **SERVICES**

The Consultant shall represent the County and assist the Legislative Affairs Director in monitoring legislative, executive and regulatory activity at the state government level on behalf of the St. Lucie County Board of County Commissioners. The services are to be provided in conjunction with the County's State Legislative Appropriations, Grant Requests and any Legislation that may affect them.

The Consultant's services will include, but are not limited to the following:

- Represent the county, and their respective Boards before the Legislative and Executive Branch as well as State agencies.
- Secure funding for programs and projects which have been identified by the County as priorities, including proactive identification of new funding opportunities.
- Work closely with County Administration, the Legislative Affairs Director and County staff in researching current issues and providing background information.

- Coordinate with County's State Delegation in gaining support for the county's state agendas; assist in drafting appropriate correspondence, scheduling briefings and meetings and identifying key state contacts.
- Provide technical assistance and guidance to the Legislative Affairs Director and staff in correspondence and reports.
- Identify key State and regional contacts relating to specific county issues; propose and implement lobbying strategies to help support the County's state agenda.
- Provide written monthly activity reports and periodic updates on pending legislation. Reports must contain, when possible, specific legislation, names of contacts made and the legislative priority it relates to as well as foreseeable legislation or ruling that may affect the county. Such summaries may be given in paragraph form.
- Identify special interest groups in a written report which may be working for or against the County's best interests and agencies or local governments which may be competing for specific grants or appropriations and help align support for the county's position.
- Develop a schedule for research reports and other activities in order to meet all state guidelines, standards and deadlines.
- The successful proposer must be available for weekly meeting during Committee weeks and Legislative Session, meetings with county staff in Tallahassee as needed and an annual presentation to the Board in St. Lucie County, Florida.

3. **TERM**

The term of this Contract shall be for a period of two (2) years and begin on **November 1, 2022** and continue through and including **October 31, 2024**. Upon prior mutual written agreement, this Contract may be extended for five (5) additional one-year renewal periods pursuant to the same terms and conditions.

4. **COMPENSATION**

The Consultant shall be compensated for all lobbying services satisfactorily completed in accordance with this Contract a total amount not to exceed **\$60,000.00** (sixty thousand and 00/100 dollars) per year paid in equal monthly installments. All invoices presented to the County for payment shall be on a Request for Payment form approved by the County. No additional or reimbursable expenses will be paid pursuant to this Contract.

5. **GENERAL CONDITIONS**

- A. The Project Manager for the County is Nicole Fogarty at (772) 462-6426. The Project Manager for the Consultant is Natalie Fausel at (561) 317-0889.

- B. It is understood and agreed that the Consultant's services under this Contract do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental Contract may be negotiated between the County and the Consultant describing the services desired and providing a basis for compensation to the Consultant.
- C. Upon the Consultant's written request, the County will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and County mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Contract.
- D. The Consultant will be subject to a staff conducted performance evaluation issued prior to the expiration of the initial term and any subsequent renewal period.

6. **TRUTH-IN-NEGOTIATION CERTIFICATE**

Execution of this Contract by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete and current at the time of execution of the Contract. The original Contract rates and any additions thereto shall be adjusted to exclude any significant sums by which County determines the Contract rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Contract.

7. **DEFAULT/TERMINATION**

A. **FOR CAUSE**

If either party fails to fulfill its obligations under this Contract in a timely and proper manner, the other party shall have the right to terminate this Contract by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Contract shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Contract:

- (1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.
- (2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Contract.
- (3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of the Contract.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Contract without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the County shall compensate the Consultant for all authorized work satisfactorily performed through the termination date. In no event shall Consultant be entitled to any other compensation on a termination without cause, including any lost profits or loss of opportunity.

C. SCRUTINIZED COMPANIES TERMINATION

The County may immediately terminate the Contract without cause at any time upon ascertaining that pursuant to § 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, or at any time thereafter, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (2) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Florida Statutes; or (3) is engaged in business operations in Cuba or Syria. Furthermore, the County may immediately terminate the Contract if it is determined that the company submitted a false certification stating that it was not (1) on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; (2) was not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (3) or was not engaged in business operations in Cuba or Syria when in fact the company was engaged in such activities at the time of the bid or proposal, or at the time of entering into or renewing the Contract.

8. SUB-CONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any sub-consultant, subcontractor or professional associate in connection with the services to be provided under this Contract, Consultant shall secure the written approval of County Project Manager before engaging such sub-consultant, subcontractor or professional associate.

If a sub-consultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new sub-consultant by the County. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

The Consultant, its sub-consultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its Contract with the sub-consultant for work to be performed for the County the Consultant must incorporate the terms of this contract.

9. FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes. The County will submit an exemption certificate if requested by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's Tax Exemption Number in securing such materials. The

Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

10. **INSURANCE**

The Consultant shall procure and maintain during the life of this Contract insurance of the types and subject to the limits set forth below. The Consultant shall also provide the County with evidence of this insurance in the form of Certificates of Insurance which shall be subject to the County's approval for adequacy. If sub-contractors are used by the Consultant, it shall be the responsibility of the Consultant to ensure that all its sub-contractors comply with all the insurance requirements contained herein relating to such sub-contractors.

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

A. **WORKERS' COMPENSATION**

The Consultant shall provide and maintain during the life of this Contract, at his, its or their own expense, Workers' Compensation insurance coverage to apply for all employees for Florida statutory limits. Coverage B, Employers Liability, shall be written for a minimum liability at \$500,000.00 per occurrence.

B. **COMMERCIAL GENERAL LIABILITY**

The Consultant shall provide and maintain during the life of this Contract, at his, its or their own expense, Commercial General Liability insurance on an occurrence basis for a minimum combined single limit of \$1,000,000.00 per occurrence; \$2,000,000.00 general aggregate for claims of bodily injury including death, property damage and personal injury. Contractual Liability coverage shall be included.

C. **COMMERCIAL AUTO LIABILITY**

The Consultant shall provide and maintain during the life of this Contract, at his, its or their own expense, Business Commercial Auto Liability for claims of bodily injury and property damage for minimum limits of \$1,000,000.00 combined single limit.

11. **INDEMNIFICATION**

The Consultant covenants and agrees at all times to indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement. The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.08 (Chapter 725).

12. **ASSIGNMENT**

The County and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Contract and to the partners, successors, legal representatives, and permitted assigns

of such other party, in respect to all covenants of this Contract; and, neither the County nor the Consultant will assign or transfer its rights and obligations in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Contract. In the event such persons can no longer provide the services required by this Contract, the Consultant shall immediately notify the County in writing and the County may elect to terminate this Contract without any liability to the Consultant for unfinished work product. The County may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

13. **PUBLIC RECORDS**

The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Consultant in conjunction with this Contract. Specifically, the Consultant shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in state law 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.
- (d) Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All record stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772)462-1441, BellamyS@stlucieco.org, COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982

14. **CONFLICT OF INTEREST**

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Consultant. The County agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract.

15. **EXCUSABLE DELAYS (FORCE MAJEURE)**

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control), all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally impact on the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and County shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period. If any period of force majeure continues for thirty (30) days or more, either party shall have the right to terminate this Contract upon ten (10) days prior written notice to the other party.

16. **PLEDGE OF CREDIT, ARREARS**

The Consultant shall not pledge the County's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

17. **DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

All original sketches, tracings, drawings, computations, details, design calculations, and other documents that result from the Consultant's services under this Contract are and remain the property of the County as instruments of service. The Consultant shall furnish copies to the County upon completion of such documents.

The County shall, at no additional expense, be furnished one (1) set of reproducible copies of any documents prepared for it by the Consultant. Consultant shall likewise submit copies of all notes, calculation sheets and computer discs to the County.

18. **INDEPENDENT CONSULTANT RELATIONSHIP**

The relationship of the Consultant to the County will be solely that of a consultant. The Consultant is an independent Consultant and is not an employee or agent of the County. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent Consultant, between the County and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The Consultant will provide the professional and technical services required for the successful completion of this Contract in accordance with practices generally acceptable within the industry and good ethical standards.

19. **E-VERIFY/ VERIFICATION OF EMPLOYMENT STATUS**

Effective as of January 1, 2021, as required by Section 448.095(2)(a), the Consultant and subcontractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. The County, Consultant, or subcontractor may not enter into a Contract unless each party to the Contract registers with and uses the E-Verify System. The Consultant shall provide documentation of their compliance of this requirement to the County upon request.

If the Consultant enters into a contract with a subcontractor, the subcontractor must provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of this Contract.

The County will not intentionally award contracts to any consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The County shall consider the employment by the Consultant of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Consultant agrees that such violation by the Consultant shall be grounds for the unilateral cancellation of this Contract by the County.

20. **PROHIBITION AGAINST CONTINGENT FEES**

The Consultant warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this Contract, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making this Contract.

21. **AUDIT**

The Consultant agrees that the County or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Contract. The Consultant agrees that payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Contract. The Consultant shall refund by check payable to the

County the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

22. **NON DISCRIMINATION**

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

23. **ENFORCEMENT COSTS**

It is understood and agreed that the Consultant's services under this Contract do not include any participation, whatsoever, in any litigation. Should such services be required, a supplemental Contract may be negotiated between the County and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

24. **AUTHORITY TO PRACTICE**

The County represents that it is a political subdivision of the State of Florida with the authority to engage the professional service described herein and to accept the obligation for payment for the services.

The County and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Contract and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Contract; and, neither the County nor the Consultant will assign or transfer their interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the party of any officer or agent of any public body which may be a party hereto.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County's representative on an annual basis.

25. **SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

26. **COMPLETE AGREEMENT**

This Contract states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the County staff do not suffice to legally bind the

County in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized County representative. This Contract shall bind the parties, their assigns, and successors in interest.

27. **AMENDMENT**

This Contract may be amended only with the written approval and agreement of the parties.

28. **MODIFICATIONS OF WORK**

The County reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, **in writing**:

1. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,
2. Notify the County of any estimated change in the completion date, and
3. Advise the County if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until such written Amendment is signed by the authorized representative for the County.

29. **NOTICE**

All notices, requests, consents, and other communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to County:

St. Lucie County Administrator
Administration Annex
2300 Virginia Avenue
Fort Pierce, FL 34982

With a Copy To:

St. Lucie County Attorney
Administration Annex
2300 Virginia Avenue
Fort Pierce, FL 34982

As to the Consultant:

Anfield Consulting Group, Inc.
201 West Park Avenue, Suite 100
Tallahassee, Florida 32301
Phone: (850) 251-3440
Email: natalie@anfieldflorida.com

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

30. **CAPTIONS AND PARAGRAPH HEADINGS**

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Contract, nor the intent of any provisions hereof.

31. **WAIVER**

No waiver by the County of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. County's consent to or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of County's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

32. **COMPLIANCE WITH LAWS**

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Contract. The County undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

33. **INTERPRETATION; VENUE**

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Contract may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Contract shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in Federal Court.

34. **DISPUTE RESOLUTION**

Any disputes relating to interpretation of the terms of this Contract or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Consultant and the County or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the County Administrator who shall reduce the decision to writing. The decision of the County shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

35. **MEDIATION**

Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue. In the event that mediation is unsuccessful, either party may bring an action to enforce its rights in a Florida court of appropriate venue and jurisdiction.

36. **ANTITRUST ASSIGNMENT**

The Consultant and the County and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the County any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Contract in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Vera Smith

DEPUTY CLERK



BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: *[Signature]*

BY:

CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]

COUNTY ATTORNEY

ANFIELD CONSULTING GROUP, INC.

BY: *[Signature]*

10/17/2022

Natalie Fausel

PRINT NAME:

Managing Partner

TITLE:

RFP No. 22-072

Lobbyist Services

Due Date: Wednesday, August 3, 2022

Due Time: 3:00 P.M.



St. Lucie County
Purchasing Department
2300 Virginia Avenue, Room 228
Ft. Pierce, FL 34982-5652
(772) 462-1700

**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

REQUEST FOR PROPOSALS

Sealed Proposals will be received at the Purchasing Department, 2300 Virginia Avenue, Fort Pierce, FL 34982, until **3:00PM** local time on **Wednesday, August 3, 2022**, for the following:

RFP No. 22-072

**Lobbyist Services
Administration Department**

RFP documents may be obtained via download from www.DemandStar.com or by contacting the Office of the Purchasing Division at 2300 Virginia Avenue, Fort Pierce, Florida, 34982, (772) 462-1700.

RFP's may be either mailed or hand delivered to the Purchasing Department, 2300 Virginia Avenue, Fort Pierce, FL 34982. Any RFP'S received after the above stated time will be returned to the bidder unopened.

The Board of County Commissioners reserves the right to waive any informalities or minor irregularities; reject any and all bids/proposals which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any proposal in whole or in part with or without cause; and accept the proposal which best serves the County.

For Bids, RFP's, Bid Results and other information visit the St. Lucie County Purchasing Web Site at <http://www.stlucieco.gov>

St. Lucie County is an Equal Opportunity/Affirmative Action Employer.

Board of County Commissioners
St. Lucie County, Florida
By: Desiree Cimino, Purchasing Manager

PUBLISH: **Sunday, July 3, 2022**

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GENERAL INFORMATION

PART I

1-1 DEFINITIONS

For the purposes of this Request for Proposals ("RFP"), Proposer shall mean contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposals.

1-2 INVITATION TO PROPOSE; PURPOSE

The Board of County Commissioners, St. Lucie County, Florida (the "Board") solicits proposals from experienced and qualified firm(s) to represent the County, work collaboratively with the County Commission, County Administrator and the Legislative Affairs Manager (LAM) to represent the interests of the County, and assist LAM before the Florida Legislature, its committees and members, and the Executive branch of the state government including the Governor, Cabinet and state agencies. The firm(s) shall assist LAM in monitoring legislative, executive and regulatory activity at the state government level.

1-3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

St. Lucie County Purchasing Department
Administration Annex
2300 Virginia Avenue, Room 228
Fort Pierce, Florida 34982

1-4 CONTRACT AWARDS

The Board anticipates entering into a contract with the Proposer who submits the proposal judged by the Board to be most advantageous. The Board anticipates awarding one or more contracts, with a term of two years with five, one-year renewal options.

The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by the Board and a written agreement or contract is approved by both the Board and the successful Proposer.

The Board reserves the right to reject all proposals, to waive any informality, and to solicit and re-advertise for other proposals.

1-5 DEVELOPMENT COSTS

Neither the Board nor its representatives shall be liable for any expenses incurred in

connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-6 INQUIRIES

The County will not respond to oral inquiries. Proposers may mail or fax written inquiries for interpretation of this RFP to:

Desiree Cimino, Purchasing Manager
St. Lucie County Purchasing Division
Administration Annex
2300 Virginia Avenue, Room 228
Fort Pierce, Florida, 34982.
(772) 462-1704 (fax)
ciminod@stlucieco.org

The County will respond to written inquiries if received at least 7 working days prior to the date scheduled for receiving the proposals.

The County will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the County will mail or fax written addenda at least 5 working days before the date fixed for receiving the proposals. This will be adhered to even if the opening date must be postponed in order to observe the time requirements. The County will send written addenda to all Proposers who receive the RFP.

1-7 TIMETABLES

The Board and the Proposers shall adhere to the following schedule in all actions concerning this RFP.

- A. On July 3, 2022, the Board issues the RFP.
- B. From July 3, 2022 to July 27, 2022, the County will receive and answer inquiries received by e-mail.
- C. The County must receive the proposals by 3:00 PM on August 3, 2022.
- D. From opening time, the Board and County staff will review and evaluate the proposals on a timely basis.

1-8 DELAYS

The County may delay scheduled due dates if it is to the advantage of the County. The

County will notify Proposers of all changes in scheduled due dates by written addenda.

1-9 PROPOSAL SUBMISSION AND WITHDRAWAL

The County will receive proposals at the following address:

St. Lucie County Purchasing Department
Administration Annex
2300 Virginia Avenue, Room 228
Fort Pierce, Florida 34982

To facilitate processing, please mark the outside of the envelope as follows: "RFP No. 22-072 Lobbyist Services". The envelope shall also include the Proposer's return address.

Proposers shall submit eight copies of the proposal (one unbound original, one electronic copy on flash drive and six bound hardcopies), in a sealed envelope/package marked as noted above. The Proposer may submit the proposal by US Mail, Fed-ex or UPS.

Due to the irregularity of mail service, the County cautions Proposers to assure actual delivery of proposals to the County prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 462-1700 before proposal opening time. Proposals received after the established deadline will be returned unopened to the Proposer.

Proposers may withdraw their proposals by notifying the County in writing at any time prior to the opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their **identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of the County** and will not be returned to the Proposers. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

1-10 IRREGULARITIES; REJECTION OF PROPOSALS

Proposals not meeting stated minimum terms and qualifications may be rejected by the County as non-responsive or irregular. However, the County reserves the right to waive any irregularities, technicalities or informalities in any proposal. The County reserves the right to reject the Proposal of any Proposer in arrears or in default upon any debt or contract to the Board of County Commissioners of St. Lucie County or who have failed to perform faithfully any previous contract with the County or with other governmental jurisdictions. The County reserves the right to reject any or all proposals without cause.

1-11 ADDENDA

If revisions become necessary, the County will provide written addenda at least five working days prior to the opening date to all Proposers who receive the RFP. This will be adhered to even if the opening date must be postponed in order to observe the time requirements. Any changes to the RFP will be made available for all prospective proposers to receive. Although we will make an attempt to notify you of the addendum, it is the sole responsibility of the proposer to ensure it is received.

1-12 EQUAL OPPORTUNITY

The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises. The County requests minority and women business enterprises to submit evidence of such classification with their proposals.

1-13 ORAL PRESENTATION

At their discretion, the County may require any Proposer to make an oral presentation of the proposal. These presentations provide an opportunity for the Proposer to clarify the proposal for the County. The County will schedule any such presentations.

1-14 INSURANCE

The Proposer, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions required by the County.

1-15 LOBBYIST DISCLOSURE REQUIREMENT

Pursuant to Article IV of Chapter 1-2 of the Code of Ordinances of St. Lucie County, Florida, any professional consultant who utilizes the services of a lobbyist as defined in Section 1-2-62 is required to make full disclosure with the Clerk of the Board prior or concurrently with the submission of a proposal to the Board for the performance of any services for the Board. Such disclosure shall include the following:

- A. The name of any lobbyist employed directly or indirectly by the consultant for the purpose of influencing or attempting to influence the selection of the professional consultant by the Board.
- B. The name and address of the lobbyist.
- C. The length of such agreement, contract or understanding and the amount of any fee, gratuity, compensation or consideration paid or promised to be paid to the lobbyist either before or after hiring whether or not same is set out as compensation for the lobbying or is for other services.

The disclosure shall be filed with the Clerk on forms provided by the Board and such records shall be open to the public.

1-16 FEASIBILITY STUDIES

The County has established a policy that any professional consultant that contracts with the County as an advisor as to the feasibility of any County capital project, shall not be eligible to participate in any future design work on that project that might become necessary as a result of the consultant's advice. The Board of County Commissioners (the "Board") may determine to waive this policy by majority vote if the Board determines that there is a compelling reason to waive the policy.

STATEMENT OF WORK

PART II

2-1 SCOPE OF WORK – BOARD OF COUNTY COMMISSIONERS

The successful Proposer shall represent the County and assist the Legislative Affairs Director in monitoring legislative, executive and regulatory activity at the state government level on behalf of the St. Lucie County Board of County Commissioners. The services are to be provided in conjunction with the County's State Legislative Appropriations, Grant Requests and any Legislation that may affect them.

The successful Proposer shall provide services to include, but are not limited to the following:

1. Represent the county, and their respective Boards before the Legislative and Executive Branch as well as State agencies.
2. Secure funding for programs and projects which have been identified by the county, city and school district as priorities, including proactive identification of new funding opportunities.
3. Work closely with County Administration, the Legislative Affairs Director and County staff in researching current issues and providing background information.
4. Coordinate with county's State Delegation in gaining support for the county's state agendas; assist in drafting appropriate correspondence, scheduling briefings and meetings and identifying key state contacts.
5. Provide technical assistance and guidance to the Legislative Affairs Director and staff in correspondence and reports.
6. Identify key State and regional contacts relating to specific county issues; propose and implement lobbying strategies to help support the county, the city and school district's state agenda.
7. Provide written monthly activity reports and periodic updates on pending legislation. Reports must contain, when possible, specific legislation, names of contacts made and the legislative priority it relates to as well as foreseeable legislation or ruling that may affect the county. Such summaries may be given in paragraph form.
8. Identify special interest groups in a written report which may be working for or against the county, city and school district's best interests and agencies or local governments which may be competing for specific grants or appropriations and help align support for the county's position.
9. Develop a schedule for research reports and other activities in order to meet all state guidelines, standards and deadlines.
10. The successful proposer must be available for weekly meeting during Committee weeks and Legislative Session, meetings with county staff in Tallahassee as needed and an annual presentation to the Board in St. Lucie County, Florida.

INSTRUCTIONS FOR PREPARING PROPOSALS

PART III

3-1 RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 PROPOSAL FORMAT

Proposers shall prepare their proposals using the following format:

- Tab A.** Letter of Transmittal: This letter will summarize in a brief and concise manner, the Proposer's understanding of the Scope of Work and make a positive commitment to lobby on behalf of St. Lucie County. The letter must name all of the persons authorized to make representations for the Proposer, including the titles, addresses, and telephone numbers of such persons. The letter must indicate of which represented entity the proposal is to be ranked. An official authorized to negotiate for the Proposer must sign the Letter of Transmittal.
- Tab B.** Experience, Qualifications and References: Each respondent shall provide a detailed statement of their experience, qualifications, and background for providing state lobbying services in the specific subject areas the proposal is to be ranked, specifically identifying lobbying experience with government entities, including a description of their proven success in obtaining appropriations, bill drafting and gaining support for proposed legislation, and protecting and/or advocating clients' positions on proposed legislation. Furthermore, the Proposer will include the responses as provided in Section 4-1, Project Approach/Understanding.
- Tab C.** Organization Profile: This section of the proposal must describe the Proposer, including the size, range of activities, etc. Each Proposer must be authorized to do business in the State of Florida and, if a corporation must be incorporated under the laws of one of the States of the United States, proof of same must be provided. The proposal must identify the primary individuals responsible for supervising the work. The Proposer shall provide the County with the resumes of the primary individuals. The proposals must also include recent and pertinent references, including bank references, contact name, telephone number and address.
- Tab D.** Scope of Work: This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities and work

products to be provided for each entity the proposal is to be ranked.

Tab E. Compensation: The proposal shall include a fee schedule outlining the yearly (not-to-exceed) cost associated with each entity the proposal is to be ranked.

Tab F. Additional Data: Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

EVALUATION OF PROPOSALS

Part IV

4-1 EVALUATION METHOD AND CRITERIA

A. General: The County shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The County reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including stockholders and principals before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposals and Proposers. The County's decisions will be final.

The County's evaluation criteria will include, but shall not be limited to, consideration of the following:

1. Experience/Qualifications Weight 40% (40 pts)
Background/References
Detailed statement of their past performance, experience, qualifications, and background for providing state lobbying services, specifically identifying lobbying experience with governmental entities as it relates to counties legislative priorities.
The proposer should indicate that, at a minimum, they possess:
 - a) Strong working knowledge of the legislative, administrative, and regulatory processes at the state level.
 - b) Clear understanding of rural and urban areas, including specific knowledge of St. Lucie County, state programs administered by the County and a knowledge of the funding needs and policy issues important to those entities.
 - c) History of successful lobbying experience at the state level.
 - d) Clear strategy for representing the County at meetings with key legislators and members of the Executive Branch.
 - e) Ability to liaise with members of the Legislature, the Executive Branch, and state agencies.
 - f) Sufficient expertise to provide legal and legislative research upon request.
 - g) Resources to attend legislative and administrative hearings, monitor legislative and administrative developments, and to provide appropriate reports to the County.
 - h) Experience in identifying and securing various sources of state funding.
 - i) Experience in coordinating communications and meetings with members of the Legislature, Executive Branch and state agencies.
 - j) Experience in working with Senate and House Committees.
 - k) Resources to help facilitate meetings with, and communications between, committee leadership and senior staff.
 - l) Ability to provide timely notice of legislative and agency hearings; and

- m) Ability to provide written and verbal reports. The Contractor should also possess a knowledge of, or involvement with, state organizations or associations (and their legislative policies or recommendations) in which urban and rural county governments participate.
 - n) Eight (8) or more years of state legislative and executive branch lobbying experience.
 - o) Experience in previous or current representation of local government entities.
2. Project Approach/Understanding Weight 35% (35 pts)
Detailed narrative description of its approach and methodology for implementing the following County state legislative priorities. The proposer is not required to provide narratives for all listed subject areas, and the Proposer will be judged only on the narratives provided for each entity the proposal is to be ranked:
- a. St. Lucie County
 - 1. Give an example of when your firm worked with a client and other local governmental entities to collaboratively develop and pursue a regional water resource project/program/initiative.
 - 2. Please provide a summary of your firm's process when assisting your local government clients in pursuing state appropriations project requests.
3. Key Personnel and Operations Weight 10 % (10 pts)
- a. An Organizational Chart identifying the structure of firm.
 - b. A list of the key personnel assigned to the project, identifying the primary contact with the County, and submit a complete resume detailing their experience, education, expertise, qualifications, and knowledge to provide the services outlined in Scope of Work/Services.
 - c. A description of the role of each staff member who will be responsible for performing the work in this project and monitoring the Contract.
 - d. The proposer shall identify projects of a similar nature in which each staff member has been involved.
 - e. A general statement of the proposer's current workload and the ability to incorporate our workload needs.
4. Price Proposal Weight 15 % (15 pts)
The proposer shall indicate the Total Proposed Annual Price to be paid by the County during the Contract term and any subsequent renewal terms, if exercised. The Proposer must provide a price index including each subject area the proposal is to be ranked, as well as a total for representation of all subject areas. Offers will receive up to the maximum points based upon the reasonableness of each subject area price and the competitiveness of each subject area price with other offers received.

B. Selection: The County Administrator shall approve the Competitive Selection Committee (the "Committee").

The Committee will review all proposals received and establish a list in order of preference of no fewer than three Proposers deemed to be the most qualified to provide the service requested based on the criteria set forth above. The "short list" shall be submitted to the Board for approval based on the ranking by the Committee. The Committee may request oral presentation from the Proposers when establishing the priority list. If three or fewer proposals are received, all Proposers shall be included in the selection process as described below.

If the list of Proposers has been prepared by the Committee, the list shall be submitted to the Board for approval. After award the requesting Department shall attempt to negotiate a contract with the most qualified Proposer at a compensation which is fair, competitive and reasonable. If the Department is unable to negotiate a satisfactory contract with the first Proposer, negotiations with that Proposer shall be terminated and the Department shall attempt to negotiate a contract with the next most qualified Proposer. If these negotiations are not successful, negotiations shall be terminated with the second Proposer and attempted with the third most qualified. If the Department is not successful in negotiating a satisfactory contract with any of the selected Proposers, the Department shall select additional Proposers in order of their qualifications and continue negotiations until an agreement is reached or if no agreement can be reached the Board may reject all proposals and may re-advertise for new proposals.

All contracts negotiated by the Committee shall be subject to final approval by the Board unless such approval is waived by the Board.

**BOARD OF COUNTY
COMMISSIONERS**



**PURCHASING
DEPARTMENT**

ADDENDUM No. 1

**RFP No. 22-072
State Lobbyists Services**

July 20, 2022

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Questions/Answers:

Q1: Page 9, 2-1 Scope of Work - Board of County Commissioners, refers numerous times to the county, city, and school board funding priorities and agendas. We thought the solicitation for proposals for State Lobbying Services was solely for the County. Would you clarify if we would also provide State Lobbying Services for St. Lucie County's municipalities and School Board? This would impact our fee schedule if we need to expand our services to include entities beyond the County and want to ensure we are setting the correct valuation.

A1: Please disregard any references to City or School Board. This RFP does not include those municipalities.

Q2: Page 9, 2-1 Scope of Work - Board of County Commissioners, 9. states "Develop a schedule for research reports and other activities in order to meet all state guidelines, standards and deadlines." Could we receive clarification on "research reports and other activities"? Lobbying firms do not generally develop research reports, have not seen language like this in other local government solicitations for lobbying services, and want to ensure we are adequately addressing this particular point in our proposal. I appreciate your help in clarifying the meaning and intent behind this particular task.

A2: Our research reports and other activities come in different types. For example, we may request an interpretation of a piece of legislation that is currently working through the Legislature and develop a strategy. Another example would be information relating to a notice of funding opportunity that is to release in the future, we will work with the firm to establish deadlines and any other guidelines the County will need to be successful in the grant process.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____