

**DESOTO COUNTY
PROFESSIONAL SERVICES
FOR LOBBYING SERVICES AND NETWORKING OF GRANTS
WITH APPROPRIATIONS
AGREEMENT AMENDMET # 2
Bid #20-21-00RFP**

THIS AGREEMENT AMENDMENT is made this 30 day of November, 2022, between the **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a Political Subdivision of the State of Florida hereinafter referred to as ("COUNTY") whose address is 201 E. Oak Street, Suite 201, Arcadia, Florida 34266; and **THE SOUTHERN GROUP OF FLORIDA, INCORPORATED**, a Corporation, authorized to do business in the State of Florida, hereinafter referred to as ("CONSULTANT"), whose address is 201 East Kennedy Boulevard, Suite 1050, Tampa, Florida 33602) P.O. Box 10570 Tallahassee, Florida 32302.

WHEREAS, an Agreement was entered into on the 2nd day of December 2020, between COUNTY and CONSULTANT for DeSoto County's Lobbying Services and Networking of Grants with Appropriations, and;

WHEREAS, the original Agreement entered into on the 2nd day of December 2020, stated a Time of Performance of an initial **ONE (1)** year term and shall be renewable, upon mutual consent of both parties, for **FIVE (5)** additional terms **ONE (1)** year at a time, and;

WHEREAS, this Agreement was Amended on November 15th, 2021, utilizing the **FIRST** of the **FIVE (5)** year renewals extending the Agreement to December 2, 2022, and;

WHEREAS, the COUNTY and CONSULTANT desire to further amend the original Agreement entered into on the 2nd day of December 2020, utilizing the **SECOND** of the **FIVE (5)** year renewal terms, extending this Agreement to December 2, 2023, with no changes or price increases. All other provisions of the original Agreement will remain in full effect as agreed, and;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree to amend the original Agreement and extend it for another year.

SECTION 1. INCORPORATION BY REFERENCE. The foregoing "Whereas" clauses are hereby incorporated by reference and affirmed and ratified by the parties as true; and;

SECTION 2. TIME OF PERFORMANCE.

By the signing of this Amendment, the CONSULTANT hereby agrees to fully and completely perform the Scope of Services until December 2, 2023.

SECTION 3. The CONSULTANT shall comply with all specific completion dates and sequences indicated in the Scope of Work. In the event the Work is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, the CONSULTANT shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the COUNTY may decide. However, such extension shall not operate as a waiver of any rights of the COUNTY.

SECTION 4. All other provisions of the December 2, 2020, Agreement shall remain in force and effect.

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IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the 30 of November 2022.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA**

By: Mandy Hines
Mandy J. Hines
County Administrator

By: Elton Langford
Elton Langford
Chairman

BoCC Approved: 11-15-22

Approved as to form and
Legal sufficiency:

Donald D. Conn
Donald D. Conn
County Attorney

Date: 11-1-22

WITNESSES:

**THE SOUTHERN GROUP OF FLORIDA,
INCORPORATED**

Kerri Lopez
Heather Hostin

By: Adria Carany
Printed Name: Adria Carany
Title: Secretary/COO

**DESOTO COUNTY
PROFESSIONAL SERVICES
FOR LOBBYING SERVICES AND NETWORKING OF GRANTS
WITH APPROPRIATIONS
Bid #20-21-00RFP**

THIS AGREEMENT AMENDMENT is made this 15th day of November, 2021, between the **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a Political Subdivision of the State of Florida hereinafter referred to as ("COUNTY") whose address is 201 E. Oak Street, Suite 201, Arcadia, Florida 34266; and **THE SOUTHERN GROUP OF FLORIDA, INCORPORATED**, a Corporation, authorized to do business in the State of Florida, hereinafter referred to as ("CONSULTANT"), whose address is 201 East Kennedy Boulevard, Suite 1050, Tampa, Florida 33602) P.O. Box 10570 Tallahassee, Florida 32302.

WHEREAS, an Agreement was entered into on the 2nd day of December 2020, between COUNTY and CONSULTANT for DeSoto County's Lobbying Services and Networking of Grants with Appropriations, and;

WHEREAS, the original Agreement entered into on the 2nd day of December 2020, stated a Time of Performance of an initial **ONE (1)** year term and shall be renewable, upon mutual consent of both parties, for **FIVE (5)** additional terms **ONE (1)** year at a time, and;

WHEREAS, the COUNTY and CONSULTANT desire to amend the original Agreement entered into on the 2nd day of December 2020, utilizing the **FIRST** of the **FIVE (5)** year renewal terms, extending this Agreement to December 2, 2022, with no changes or price increases. All other provisions of the original Agreement will remain in full effect as agreed, and;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree to amend the original Agreement and extend it for another year.

SECTION 1. INCORPORATION BY REFERENCE. The foregoing "Whereas" clauses are hereby incorporated by reference and affirmed and ratified by the parties as true; and;

SECTION 2. TIME OF PERFORMANCE.

By the signing of this Amendment, the CONSULTANT hereby agrees to fully and completely perform the Scope of Services until December 2, 2022.

SECTION 3. The CONSULTANT shall comply with all specific completion dates and sequences indicated in the Scope of Work. In the event the Work is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, the CONSULTANT shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the COUNTY may decide. However, such extension shall not operate as a waiver of any rights of the COUNTY.

SECTION 4. All other provisions of the December 2, 2020, Agreement shall remain in force and effect.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the 15th of November 2021.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA**

By: Mandy J. Hines
Mandy J. Hines
County Administrator

By: JC Deriso
JC Deriso
Chairman

BoCC Approved: Nov. 9, 2021

Approved as to form and
Legal sufficiency:

Donald D. Conn
Donald D. Conn
County Attorney

Date: 11/9/21

WITNESSES:

Stephanie Gagnon
Corina L. Fitzgerald

**THE SOUTHERN GROUP OF FLORIDA,
INCORPORATED**

By: Adria Cavany
Printed Name: Adria Cavany
Title: COO/Secretary

**AGREEMENT
PROFESSIONAL SERVICES
FOR LOBBYING SERVICES AND NETWORKING OF GRANTS
WITH APPROPRIATIONS**

Bid No. 20-21-00RFP

THIS CONTRACT is made this 2nd day of December, 2020, between **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a political subdivision of the State of Florida hereinafter referred to as ("COUNTY"), whose address is 201 East Oak Street, Arcadia, Florida 34266, and **THE SOUTHERN GROUP OF FLORIDA INCORPORATED**, a Corporation authorized to do business in the State of Florida, hereinafter referred to as ("CONSULTANT"), whose address is 201 East Kennedy Boulevard Suite 1050 Tampa Florida 33602 (P.O. Box 10570 Tallahassee Florida 32302).

WHEREAS, COUNTY and CONSULTANT in consideration of the mutual covenants hereinafter set forth, agrees as follows:

WHEREAS, the COUNTY seeks to engage the services of an individual or firm to provide professional Lobbying Services and Networking of Grants with Appropriations. This service will be with respect to legislative issues, special funding and/or legislative appropriations relating to the COUNTY; and

WHEREAS, the COUNTY agrees to contract with the professional Governmental Affairs Representation Services of **THE SOUTHERN GROUP OF FLORIDA INCORPORATED**, to provide professional Lobbying Services and Networking of Grants with Appropriations as it relates to the COUNTY; and

WHEREAS, the COUNTY, through a competitive selection process conducted in accordance with the requirements of the law and County policy, has determined that it would be in the best interest of the COUNTY to award an Agreement to the CONSULTANT for the rendering of those services described in Exhibit A; and

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable considerations, the following terms and conditions are hereby agreed to between the COUNTY and the CONSULTANT.

SECTION 1. The forgoing "Whereas" clauses are hereby incorporated by reference, affirmed, and ratified by the parties as true and correct. The documents which

comprise the entire Agreement between the COUNTY and CONSULTANT are attached hereto, made a part hereof and consist of the following:

- A. This Agreement:
- B. Scope of Services attached hereto as EXHIBIT "A";
- C. General and Special Conditions attached hereto as Exhibit "B";
- D. Consultant's Proposal Forms attached hereto as Exhibit "C";
- E. Consultant's Scope and Price Proposal attached hereto as Exhibit "D".

In the event of a conflict between any of the terms and conditions in the Exhibits and the Agreement, this Agreement shall prevail.

SECTION 2. EMPLOYMENT OF CONSULTANT.

The COUNTY hereby agrees to engage CONSULTANT, and CONSULTANT hereby agrees to perform the services set forth in the Contract Documents. CONSULTANT'S specific duties and responsibilities shall include:

- A. Lobbying Services – Representation by one or more registered lobbyist in Tallahassee during Legislative Committee Weeks as may be required and full time representation in Tallahassee during Legislative Session. Provide strategic legislative expertise and consulting services.
- B. Networking of Grant and Appropriations – Must be familiar and experienced in utilizing special Appropriation and Grants together to relieve the County of potential grant matching funds, when possible.
- C. Continuous review of proposed State Policies, Programs and Legislation for the purpose of identifying those that will affect the County and/or its citizens.
- D. Monitor State Legislative Committee Meetings, State Agency Hearings and meetings prior to and during legislative session.
- E. Review and analyze Legislative Policy Statements of the Florida Association of Counties and Small County Coalition as adopted.
- F. Assist in the development of the County's annual legislative priorities and strategies.
- G. To lobby and testify before State government officials as necessary during committee meetings, session, special session(s).
- H. Coordinate appointments and/or meetings with members of the legislature

or State Department heads as necessary.

I. Maintain regular contact and engagement with assigned staff and elected officials on important matters throughout the Agreement term.

J. Provide regular written reports on hot topics and legislative developments of interest to the County.

SECTION 3. THE COUNTY'S RESPONSIBILITY. Except as provided in the Scope of Services, the COUNTY'S responsibilities are as follows:

A. To provide, within a reasonable time from request of CONSULTANT, existing data, reports and other information in the COUNTY'S possession or under the COUNTY'S control which are necessary for the execution of the duties of the CONSULTANT as stated in the Scope of Services; and to provide full information regarding requirements of the Scope of Services, including objectives, budget constraints, criteria and other requirements that exist at the time of signing of this Agreement or which may develop during the execution of this Agreement.

B. To give prompt written notice to the CONSULTANT if the COUNTY observes or otherwise becomes aware of any fault or defect in the Scope of Services or non-conformance with the Contract Documents.

C. To furnish required information and services and render approvals and decisions as expeditiously as possible for the orderly progress of CONSULTANT'S services.

D. The COUNTY hereby designates the County Administrator or designee to act on the COUNTY'S behalf with respect to the Scope of Services. The County Administrator or designee shall have complete authority to transmit instructions, receive information, interpret and define COUNTY policies and decisions with respect to legislative issues, special funding and/or legislative appropriations relating to CONSULTANT'S services.

SECTION 4. TIME OF PERFORMANCE. The CONSULTANT agrees to commence work no later than 10 days after the issuance of a Notice of Commencement, unless otherwise provided. This Project shall be for the term of one (1) year and shall be renewable, upon mutual consent of both parties, for five (5) additional terms one (1) year at a time.

SECTION 5. COMPENSATION. Compensation for the Scope of Services performed by CONSULTANT shall be payable as follows:

A. In consideration of the services performed by the CONSULTANT, the COUNTY shall pay the CONSULTANT an annual fee of **THIRTY-SIX THOUSAND DOLLARS (\$36,000.00)** payable in 12 monthly installments of **THREE THOUSAND DOLLARS (\$3,000.00)** a month, inclusive of all expenses related to Lobbying Services. For each of the remaining years of the Agreement, the fees for each year will be determined by negotiations and mutual agreement by both parties.

B. CONSULTANT shall prepare and submit to the Board of County Commissioners for approval, invoices for the services rendered under this Agreement. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the Services performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The COUNTY reserves the right to withhold payment to the CONSULTANT for failure to perform the Services in accordance with the provisions of this Agreement and the COUNTY shall promptly notify the CONSULTANT if any invoice or report is found to be unacceptable and will specify the reasons therefore.

C. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

SECTION 6. GENERAL CONSIDERATIONS.

A. Sub-consultants: If CONSULTANT subcontracts any of the services required under this Agreement, CONSULTANT agrees to include in the Subcontract that the Sub-consultant is bound by the terms and conditions of this Agreement with the COUNTY. CONSULTANT agrees to include in the subcontracts which it awards that the Sub-consultant shall hold the COUNTY and CONSULTANT harmless against all claims of whatever nature by the Sub-

consultant arising out of the Sub-consultant's performance of work under this Agreement.

B. Public Records: CONSULTANT shall allow public access to all documents, reports, papers, letters or other materials, subject to the provision of Chapter 119, Florida Statutes, prepared or received by CONSULTANT in conjunction with this Agreement. It is expressly understood that upon CONSULTANT'S refusal to comply with this provision, the COUNTY will have the right to terminate this Agreement for breach.

C. Equal Employment and Non-Discrimination: In connection with the services to be performed under this Agreement, CONSULTANT agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

SECTION 7. PROHIBITION AGAINST CONTINGENCY FEES. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 8. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT. CONSULTANT certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. CONSULTANT represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

SECTION 9. INSURANCE.

A. The CONSULTANT shall purchase prior to commencement and maintain throughout the term of this Agreement such commercial (occurrence form) or Commercial General Liability, Professional Liability, Workers Compensation and other insurance as is appropriate for the services being performed hereunder by CONSULTANT, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements:

WORKERS' COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$300,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:

CONSULTANT shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than \$100,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x. c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.

PROFESSIONAL LIABILITY:

CONSULTANT(S) shall maintain professional liability errors and omissions coverage with limits of not less than \$1,000,000 for professional services rendered in accordance with this Agreement. The CONSULTANT(S) shall maintain such insurance for at least two (2) years from the termination of this Agreement and during this two (2) year period the CONSULTANTS(S) shall use their best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during

the Agreement, the CONSULTANT(S) shall notify County Risk Management within thirty (30) days of the change.

EVIDENCE OF INSURANCE:

CONSULTANT shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, Comprehensive General Liability and Worker's Compensation Insurance, including Employer Liability Insurance, with minimum policy limits of \$ 1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law, and will provide endorsed Certification of Insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the COUNTY as a named, additional insured, as well as furnishing the COUNTY with a Certified Copy, or Copies, of said insurance policies. Certificates of Insurance and Certified Copies of these Insurance Policies must accompany this signed Agreement. Said insurance coverage(s) procured by the CONSULTANT as required herein shall be considered, and the CONSULTANT agrees that said insurance coverage(s) it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the COUNTY, and that any other insurance, or self-insurance available to the COUNTY shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the CONSULTANT as required herein.

Nothing herein shall be construed to extend the COUNTY'S liability beyond that provided in Section 768.28, Florida Statutes.

B. Certifications of Insurance evidencing the insurance coverage specified in this Section shall be filed with the COUNTY. The Certificates of Insurance shall be filed with COUNTY before this Agreement is deemed approved by the COUNTY. The required Certificates of Insurance shall name the types of policies provided and shall refer specifically to this Agreement. All the policies of insurance so required of CONSULTANT, except Workers Compensation Insurance, shall be endorsed to include as additional insured's; the COUNTY, its officers, employees and agents. If the initial insurance policies expire prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the

date of their expiration.

C. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the COUNTY, licensed to do business in the State of Florida and with a resident agent designated for the services of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. CONSULTANT shall provide the COUNTY with financial information concerning any self-insurance funds insuring CONSULTANT. At the COUNTY'S option, a Best's rating or Self-Insurance Fund financial information may be waived.

SECTION 10. TERMINATION OF AGREEMENT FOR DEFAULT. The COUNTY shall be the sole judge of nonperformance, which shall include any failure on the part of the CONSULTANT to accept the award, to furnish required documents, and/or to fulfill any portion of this Agreement within the time stipulated. Upon default by the CONSULTANT to meet any term of this Agreement or related Exhibit, the COUNTY will notify the CONSULTANT to advise the COUNTY of its plan for corrective action to remedy the default within three (3) days (weekends and holidays excluded). The corrective action plan must be accepted by the County Administrator. Failure on the CONSULTANT'S part to correct the default within the approved time period shall result in the Agreement being terminated and the COUNTY notifying in writing the CONSULTANT of the effective date of the termination. The following shall constitute an act of default:

- Failure to perform the Services required under the Agreement and/or within the time required or failing to use the Sub-consultants, entities and personnel as identified and set forth, and to the degree specified in the Agreement.
- Failure to begin the Services under this Agreement within the time specified.
- Failure to perform the Services with sufficient workers to ensure timely completion.
- Neglecting or refusing to correct Services where prior Service has been rejected as nonconforming with the terms of the Agreement.
- Becoming insolvent, being declared bankrupt by a US Bankruptcy Court which renders the successful firm incapable of performing the Services in accordance with and as required by the Agreement.
- Failure to comply with any of the terms of the Agreement.

- Failure to pay Sub-consultants or others pursuant to Services completed under this Agreement.

In the event of default, the CONSULTANT shall pay any damages sustained by the COUNTY including attorney's fees and court costs incurred in collecting any damages. Title to all materials, work-in-progress, and completed but undelivered goods will pass to the COUNTY after costs are claimed and allowed. All documents prepared by the CONSULTANT in connection with this Agreement will be the property of the COUNTY.

The County Administrator shall authorize payment to the CONSULTANT, the costs and expenses for Services performed by the CONSULTANT prior to receipt of the Notice of Termination; however, the COUNTY may withhold from amounts due the CONSULTANT such sums as the Administrative Services Director deems to be necessary to protect the COUNTY against loss caused by the CONSULTANT because of the default.

SECTION 11. TERMINATION FOR CONVENIENCE. The COUNTY reserves the right to cancel this Agreement by written notice to the CONSULTANT effective the date specified in the Notice, for any of the following reasons:

- The COUNTY has determined that such cancellation will be in the best interest of the COUNTY.
- Funds are not available to cover the cost of the services. The COUNTY'S obligation is contingent upon the availability of appropriate funds.

The Purchasing Director shall give written notice of the termination to the CONSULTANT specifying the reason for the Agreement termination and when termination becomes effective.

The CONSULTANT shall incur no further obligations in connection with the terminated Services and on the date set in the Notice of Termination the CONSULTANT will stop work to the extent specified.

The COUNTY shall pay the CONSULTANT under the following conditions:

- All costs and expenses incurred by the CONSULTANT for services accepted by the COUNTY prior to the CONSULTANT'S receipt of the Notice of Termination Anticipatory profit for Work and Services not performed by the CONSULTANT shall

not be allowed.

SECTION 12. CONTROLLING LAW.

A. This Agreement is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Agreement shall be in DeSoto County, Florida.

B. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party, including costs of appeals.

SECTION 13. SUCCESSORS AND ASSIGNS. The COUNTY and CONSULTANT respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement and to the partners, successors, assigns and legal representatives of such other part with respect to all covenants of this Agreement. Neither the COUNTY nor CONSULTANT shall assign or transfer any interest in this Contract without the prior written consent of the other.

SECTION 14. EXTENT OF AGREEMENT.

A. This Agreement represents the entire and integrated agreement between the COUNTY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

B. This Agreement may only be amended, supplemented, modified, changed or canceled by the COUNTY and the CONSULTANT with a duly executed written instrument.

SECTION 15. INDEMNIFICATION OF THE COUNTY. CONSULTANT shall indemnify and save harmless the COUNTY, its agents, servants and employees, harmless from and against any claim, damages, costs, including attorney's fees, or causes of action of whatsoever kind or nature, whether direct, indirect, or infringement of copyright or patent, or injury to or destruction of property, including loss of use, which claims arise out of or are related to or in any way negligent error, omission or act of CONSULTANT, its agents, servants or employees in the performance of services under this Agreement. The CONSULTANT shall indemnify the COUNTY for any negligence of the COUNTY'S employees or agents. This indemnity shall include, but not be limited to,

charges of attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law or other tribunal, for any reason.

SECTION 16. INDEPENDENT CONSULTANT. Neither the COUNTY nor any of its employees shall have any control over the conduct of CONSULTANT or any of CONSULTANT'S employees, except as herein set forth, and CONSULTANT expressly warrants not to represent at any time or in any manner that CONSULTANT or any of CONSULTANT'S agents, servants or employees are in any manner agents, servants or employees of the COUNTY. It is understood and agreed that CONSULTANT is, and shall at all times remain as to the COUNTY, a wholly independent consultant and the CONSULTANT'S obligations to the COUNTY are solely as prescribed by this Agreement.

SECTION 17. SEVERABILITY.

A. Nothing contained in the Agreement shall create any contractual relationship between the COUNTY, or any agent, consultant or independent contractor employed by the COUNTY and any Sub-consultant, Supplier or Vendor of the CONSULTANT, but the COUNTY shall be entitled to performance of all obligations intended for its benefit, and to enforcement thereof.

B. In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 18. NOTICES. Any notices to be given under this Agreement shall be given by the United States mail, addressed to CONSULTANT at its address stated herein, and to the COUNTY at its address stated herein.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 2nd
of December, 2020.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA**

By: Mandy Hines
Mandy Hines
County Administrator

By: Juril O. Mansfield
Juril O. Mansfield
Chairman

BOCC Approved: Nov. 17, 2020

Approved as to form and
Legal sufficiency:

Date: Oct. 27, 2020

Donald D. Conn
Donald D. Conn
County Attorney

WITNESSES:

**THE SOUTHERN GROUP OF FLORIDA
INCORPORATED**

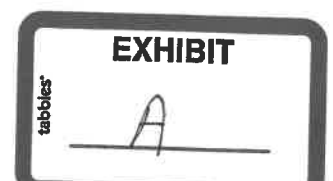
[Signature]
[Signature]

By: Adria Cavany
Printed Name: Adria Cavany
Title: COO

SECTION II
SCOPE OF SERVICES
LOBBYING SERVICES & NETWORKING OF GRANTS WITH
APPROPRIATIONS
SOLICITATION # 20-21-00RFP

The Board of County Commissioners of DeSoto County Florida are requesting proposals from qualified firms and/or individuals that are interested in providing professional (1.) Lobbying Services; (2.) Networking of Grants with Appropriations. The awarded Firm may be tasked by written Task Order to administer any programs / grants or appropriations for a negotiated administration fee only upon Board approval. The Board of Commissioners reserves the right to engage one or more qualified firm(s). Firms or individuals that do not have all the necessary disciplines within their own firm must be prepared to provide a team of professionals to assist DeSoto County with local legislative issues in Tallahassee. A final Scope of Service will be developed with the selected firm or individual. Specific duties and responsibilities shall include:

- (1.) Lobbying Services – Representation by one or more registered lobbyist in Tallahassee during Legislative Committee Weeks as may be required and full time representation in Tallahassee during Legislative Session. Provide strategic legislative expertise and consulting services.
- (2.) Networking of Grant and Appropriations – Must be familiar and experienced in utilizing special Appropriation and Grants together to relieve the County of potential grant matching funds, when possible.
- (3) Continuous review of proposed State Policies, Programs and Legislation for the purpose of identifying those that will affect the County and/or its citizens
- (4) Monitor State Legislative Committee Meetings, State Agency Hearings and meetings prior to and during legislative session
- (5) Review and analyze Legislative Policy Statements of the Florida Association of Counties and Small County Coalition as adopted.
- (6) Assist in the development of the County's annual legislative priorities and strategies.
- (7) To lobby and testify before State government officials as necessary during committee meetings, session, special session(s).
- (8) Coordinate appointments and/or meetings with members of the legislature or state department heads as necessary.
- (9) Maintain regular contact and engagement with assigned staff and elected officials on important matters throughout the Agreement term.



- (10) Provide regular written reports on hot topics and legislative developments of interest to the County.

The County will review proposals and rank/short list the top three (3) firms and/or individuals and the Board of County Commissioners will make a final decision. Evaluation factors will be as follows:

EVALUATION FACTORS	POSSIBLE POINTS
Capacity to serve the needs of local government including background and services.	20
Successful experience with Florida Small Counties.	20
Key staff and qualifications.	20
Ability to address the needs of the project, including understanding of needs and approach.	20
Reputation and client references – recent local government clients.	20

During the evaluation process, an Evaluation Committee may, at its discretion, request the top three (3) firms to make oral presentation. Such presentation will provide firms with an opportunity to answer any questions the Evaluation Committee may have on a firm’s proposal.

The proposal should include all pricing information relative to performing the services required as described in this Request for Proposals. The rates proposed are to contain all direct and indirect costs. The Board of County Commissioners is not responsible for costs of any firm or individual in preparation or delivery of responses to this Request for Proposals. Any packet not reaching the designated delivery point within the period stated will not be opened and will be set aside for pick up by the submitting firm and if not picked up within one week, it will be disposed of.

This Project shall be for the term of one (1) year and shall be renewable, upon mutual consent of both parties, for five (5) additional terms one (1) year at a time.

All responses must be received by DeSoto County Purchasing Department no later than 2:00 p.m. on September 16, 2020.

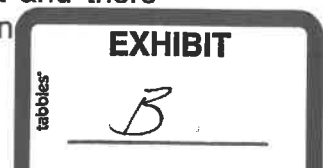
All responses shall list all sub-consultants that may be assisting the submitting Firm and all packets must be marked **“LOBBYING SERVICES & NETWORKING OF GRANTS WITH APPROPRIATIONS # 20-21-00RFP”** and

Delivered to:
 Desoto County Board of Commissioners
 Purchasing Department
 201 E. Oak Street, Suite 203
 Arcadia, FL 34266

For additional information contact:
 Cindy Talamantez, CPPB
 Purchasing Director
 863-993-4816
c.talamantez@desotobocc.com

GENERAL CONDITIONS

1. **ACCEPTANCE:** Items may be tested for compliance to the Scope of Services. Items delivered not conforming to the Scope of Services may be rejected and returned at Consultant's expense. Any increase in cost for items not delivered as specified in the solicitation may be charged against the Consultant.
2. **AMENDMENTS:** No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representative of both parties.
3. **APPLICABLE LAW:** The Agreement shall be governed in all respects by the laws of the State of Florida, and the policies of the DeSoto County Board of County Commissioners. Any litigation with respect thereto shall be brought in the Courts of the State of Florida.
4. **ASSIGNMENT:** The Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the County. Assignment or transfer of the resulting Agreement without written consent of the County may be construed by the County as a breach of contract sufficient to cancel this Agreement at the discretion of the County.
5. **AVAILABILITY OF FUNDING:** Award of this solicitation is contingent upon availability of funding. Furthermore, during the Agreement period, if funding to finance all or part of the award resulting from this solicitation becomes unavailable, the County reserves the right to terminate such Agreement after providing the Consultant no less than three (3) days written notice. The County shall be the final authority as to the determination of availability of funding. The County agrees to reimburse the Consultant for any authorized goods or services provided prior to the Consultant's receipt of the aforesaid termination notice.
6. **CONSULTANT OBLIGATIONS:** Consultant agrees to perform and complete the Services described in the Solicitation in accordance with the requirements of this Agreement and attached Exhibits. Consultant shall furnish all labor, supervision, equipment, and materials for the service. Experienced, qualified supervisors of the Consultant are essential to the satisfactory performance of the Services. The County may consider lack of competent capable supervision as grounds to reject a proposal or terminate this Agreement. An experienced, qualified supervisor should have approximately two years of experience and one-year of supervisory experience doing the type of work requested in this solicitation. The County reserves the right to determine supervisory competence. Supervisors must be able to communicate fluently in English and in any language that crew members use to communicate.
7. **COMPLETE AGREEMENT:** The parties agree that the conditions of purchase stated herein or attachments hereto set forth their entire Agreement and there are no promises or understandings other than those stated herein, and



prior negotiations between the County and Consultant shall not constitute a part of the Agreement between the County and Consultant concerning this service. The term "Agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

8. **COMPLIANCE:** A submission of a proposal shall constitute an incontrovertible representation by a Proposer that the Proposer has complied with every requirement herein, and that without exception the proposal is premised upon performing the Services required by the Scope of Services with such means, methods, techniques, sequences, or procedures as may be indicated in or required by the Scope of Services, and that the Scope of Services are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Services.
9. **COMPLIANCE WITH LAWS:** Consultant represents and warrants that the performance of this solicitation and the furnishing of services required shall be in accordance with the applicable standards, provisions, and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.
10. **CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes. All Proposers must disclose with their Qualifications the name of any officer, director, or agent who is also an employee of DeSoto County. Further, all Proposers must disclose the name of any DeSoto County employee who owns, directly or indirectly, an interest of five percent (5%) or more of the proposer's firm or any of its branches.
11. **CONSULTANT'S OWN FORCES:** No more than seventy-five percent (75%) of the dollar value of the total contract work may be accomplished by Sub-consultants. Balance of the work must be accomplished by successful proposer's own forces. Each Proposer must furnish with its Qualifications, a list of the items it proposes to subcontract and the estimated cost of these items.
12. **DELAYS AND EXTENSION OF TIME:** The Consultant shall not be entitled to any claim for damages including loss of profits, loss of use, overhead expenses, equipment rental, etc., because of hindrances or delays for any cause whatsoever, but if occasioned by an act of God, or by any act or omission on the part of the County. County's agents or governmental agencies having jurisdiction, such act, hindrance or delay may entitle the Consultant to an extension of time in which to complete the work, which shall be determined by the County, provided that the Consultant will give written notice within two (2) weeks as provided herein of the cause of such act, hindrance, or delay. An extension of Contract Time shall be the Consultant's sole and exclusive remedy for all claims for delay, including delays attributable to breach of Contract or Tort. However, the Contract Time will NOT be extended past the completion date

stipulated in the County's Grant Agreement, if there is a Grant associated with the Work.

If any emergency or natural disaster causes delay or interferes with the use or delivery of the services described in this solicitation, the County reserves the right to acquire from other sources any services during any suspension of delivery.

13. **DIRECT PURCHASE:** The County reserves the right, at the County's sole option, to utilize the Purchasing Department's direct purchasing ordering system. Direct purchase orders may be issued for applicable supplies and equipment to be utilized in the County's solicitations in order to recover applicable sales tax on these purchase orders.
14. **DISPUTES:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the DeSoto County Board of County Commissioners shall be final.
15. **DISQUALIFICATION:** More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. If the County believes the Proposer is interested in more than one proposal for the work contemplated, all proposals in which such Proposer is interested in shall be rejected. If the County believes collusion exists among Proposers, all proposals shall be rejected.
16. **E-VERIFY:** Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Consultant during the term of this Agreement in which the Consultant performs employment duties within Florida. This verification requirement extends to all persons, including sub-consultants, utilized, hired, contracted or assigned by the Consultant to perform work pursuant to this Agreement.
17. **FAILURE TO PERFORM:** If, during the term of the Agreement, the Consultant should refuse or otherwise fail to perform any of its obligations under the Agreement, the County reserves the right to:
 - A) Obtain the services from another Consultant; and/or
 - B) Terminate the Agreement; and/or
 - C) Suspend the Consultant from bidding for a period of up to 24 months.
18. **INCURRED COST:** DeSoto County is not liable for any cost incurred by the Consultant prior to award. Costs for developing a response to this solicitation are entirely the obligation of the Proposer and shall not be chargeable in any manner to DeSoto County.
19. **INDEMNIFICATION:** Consultant shall defend, indemnify and hold harmless the County and all of County's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of the

negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Consultant, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Consultant recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relive Consultant of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the County's liability beyond that provided in Section 768.28, Florida Statutes.

20. **INFORMALITIES AND IRREGULARITIES:** The County has the right to waive minor defects or violations of a proposal from exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Proposer with the proposal for the County to properly evaluate the proposal, the County has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that such concession does not affect the price, quality, quantity, delivery, or performance time of the goods/services being procured.
21. **INSPECTION:** All services shall be subject to inspection and approval by the County at all reasonable times. Any services rejected by the County shall be promptly replaced at Consultant's expense. Any and all costs incurred by the County in connection with the return of goods rejected by the County as defective shall be at Consultant's risk and expense.
22. **INSURANCE:** The Consultant, at its own expense and in its own name must provide and keep in force during the term of the Agreement, insurance coverage provided by a (a) company(s) licensed to conduct business in the State of Florida acceptable to the County with limits not less than indicated for the respective items or as otherwise agreed. Types of coverage and limits of liability shall be as set forth in the Agreement.

If any insurance should be cancelled or changed by the insured or expire during the period of its proposal award, the Consultant shall be responsible for securing other acceptable insurance to provide the coverage specified in the solicitation to maintain continuous coverage during the life of the award.

23. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the Proposer will no way be cause for relief from

responsibility.

24. **LICENSE/CERTIFICATIONS:** The successful Consultant will be required to secure, at its expense, the proper occupational license and/or any other license/certification required of the applicable service/work being performed. Proof of license and/or certification may be required prior to proposal award. The Proposer shall fully comply with all state and federal laws, County procurement policies, ordinances and regulations in any manner affecting the performance of the Services. The Proposer shall provide its occupation license number and expiration date.

25. **LIENS:** Before the final draw is payable, Consultant must furnish a sworn statement that all sums due for services, material or labor on the project have been paid in full. If the County receives any Notice to Owner on this Project, then in addition to the requirements set forth above, Consultant shall at the time of each draw furnish a partial waiver of lien from all Sub-consultants, material or labor providers, and at the time of the final draw shall furnish a final waiver of lien for each such Sub-consultant, material or labor provider; as a condition precedent to receiving any payment from the County. Consultant shall indemnify the County and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of Consultant under this Agreement; or the negligence of the Consultant in the performance of its duties under this Agreement, or any act or omission on part of the Consultant, his agents, employees, or servants.

The Consultant may, if any Sub-consultant refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Purchasing Officer, to indemnify the County against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the County all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

26. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Desoto County, Florida; or in the Federal Courts, wherein venue shall lie in the Central District in and for the State of Florida. The Consultant expressly waives venue in any other location.

27. **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, prices, and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk.

28. **NONCONFORMING TERMS AND CONDITIONS:** A proposal response that includes terms and conditions that do not conform to the terms and conditions in the solicitation are subject to rejection as non-responsive. The County reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal response prior to determination by the County as non-

responsive based on the submission of nonconforming terms and conditions.

29. **NON-EXCLUSIVE AGREEMENT:** Award of this Agreement shall impose no obligation on the County to utilize the Consultant for all work of this type, which may develop during the agreement period. This is not an exclusive Agreement. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest.
30. **OPERATION DURING DISPUTE:** In the event the County has not cancelled the Agreement in accordance with the terms of the Agreement, and there remains a dispute with the Proposer and the County, the Proposer agrees to continue to operate and perform under the terms of the Agreement while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate until the final adjudication of such suit by the Court.
31. **PAYMENT TERMS:** Consultant shall prepare and submit to the County's Administrative Agent for approval, invoices for the Services rendered under this Agreement. Payment shall be issued by the County's Finance Department, who shall initiate disbursements for invoices approved by the Administration Agent in accordance with the Florida Prompt Payment Act, found in Part VII, Ch. 218 of the Florida Statutes. All invoices shall be accompanied by a report identifying the nature and progress of the Work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The Consultant shall submit an invoice for payment to the County on a monthly basis.

The County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement and the County shall promptly notify the Consultant if any invoice or report is found to be unacceptable and will specify the reasons.

32. **PERIOD OF OFFER VALIDITY:** Prices quoted must remain firm for a period of ninety (90) days from the proposal opening date.
33. **PUBLIC RECORDS REQUESTS:**
IF THE CONTRACTOR [CONSULTANT] HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S [CONSULTANT'S] DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS AT THE DESOTO COUNTY ADMINISTRATION BUILDING, 201 EAST OAK STREET, ARCADIA, FLORIDA 34266 (863) 993-4800.

a. Contractor [Consultant] must keep and maintain all public records required by the Agency in order to perform services under this Contract.

b. Upon request from the Agency's custodian of public records, Contractor [Consultant] shall provide the Agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Contractor [Consultant] shall 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 contract term and following completion of the contract if the Contractor [Consultant] does not transfer the records to the Agency.

d. Upon completion of the contract, Contractor [Consultant] shall transfer, at no cost, to the Agency all public records in the possession of the Contractor [Consultant], or keep and maintain public records required by the Agency to perform the service under this contract. If the Contractor [Consultant] transfers all public records to the Agency upon completion of the contract, the Contractor [Consultant] shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor [Consultant] keeps and maintains public records upon completion of the contract, the Contractor [Consultant] shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency's custodian of public records, in a format that is compatible with the information technology systems of the Agency.

34. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:** This solicitation may be extended to include other governmental agencies provided a cooperative Purchasing Agreement exists. Each political entity will be responsible for the execution of its own requirements with the awarded Consultant.

35. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Consultant shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Consultant in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County.

36. **RIGHT TO REJECT:** The DeSoto County Board of County Commissioners' reserves the right to reject any and all proposals not deemed to be in the best interest of the County, or to accept that proposal which may not be in the best interest of the County. The County reserves the right to waive any and all informalities or reject any or all proposals or any part of any proposal. The

County also reserves the right to award or eliminate any portion of the proposal.

37. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
38. **STATEMENT RELATIVE TO PUBLIC ENTITY CRIMES:** The Proposer is directed to the Florida Public Entity Crime Act 287.133, Florida Statutes, and the County's requirement that the successful Proposer comply with it in all respects prior to and during the term of the Agreement.
39. **TERMINATION FOR DEFAULT - DEFAULT/FAILURE TO PERFORM:** The County shall be the sole judge of nonperformance, which shall include any failure on the part of the Consultant to accept the award, to furnish required documents, and/or to fulfill any portion of this Agreement within the time stipulated.

Upon default by the Consultant to meet any terms of this Agreement or related Exhibit, the County will notify the Consultant, providing three (3) days (weekends and holidays excluded) to advise the County of its plan for corrective action to remedy the default. Failure on the Consultant's part to correct the default within the approved time period shall result in the Agreement being terminated and the County, notifying in writing the Consultant of the effective date of the termination. The following shall constitute default:

- Failure to perform the work required under the Agreement and/or within the time required or failing to use the sub-consultants, entities, and personnel as identified and set forth, and to the degree specified in the Agreement.
- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the Work with sufficient workers to ensure timely completion.
- Neglecting or refusing to correct Work where prior work has been rejected as nonconforming with the terms of the Agreement.
- Becoming insolvent, being declared bankrupt by a US Bankruptcy Court, renders the Consultant incapable of performing the Services in accordance with and as required by the Agreement.
- Failure to comply with any of the terms of the Agreement.
- Failure to pay sub-consultants or others pursuant to the Services completed under this Agreement.

In the event of default, the Consultant shall pay any damages sustained by the County including attorney's fees and court costs incurred in collecting any damages. Title to all materials, work-in-progress and completed but undelivered goods will pass to the County after costs are claimed and allowed. All

documents prepared by the Consultant in connection with this Agreement will be the property of the County.

The County Development Director shall authorize payment to the Consultant, the costs and expenses for Work performed by the Consultant prior to receipt of the Notice of Termination; however, the County may withhold from amounts due the Consultant such sums as the Administrative Services Director deems to be necessary to protect the COUNTY against loss caused by the CONSULTANT because of the default.

40. **TERMINATION FOR CONVENIENCE:** The County reserves the right to cancel this Agreement by written notice to the Consultant effective the date specified in the notice, for any of the following reasons:

- The County has determined that such cancellation will be in the best interest of the County to cancel the Agreement for its own convenience.
- Funds are not available to cover the cost of the services. The County's obligation is contingent upon the availability of appropriate funds.

The Purchasing Director shall give written notice of the termination to the Consultant specifying the reason of the Agreement termination and when termination becomes effective.

The Consultant shall incur no further obligations in connection with the terminated Work and on the date set in the Notice of Termination the Consultant will stop work to the extent specified.

The County shall pay the Consultant under following conditions:

- All costs and expenses incurred by the Consultant for work accepted by the County prior to the Consultant's receipt of the Notice of Termination.

Anticipatory profit for work and services not performed by the Consultant shall not be allowed.

41. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Consultant as a result of any discussions with any County employee. Only those communications which are in writing from an authorized County representative may be considered. Only written communications from the Consultant which are assigned by a person designated as authorized to bind the company will be recognized by the County as duly authorized expressions on behalf of the Consultant.

42. **WARRANTY:** Consultant warrants that it has good and merchantable title to the goods sold hereunder and that said goods shall conform to the descriptions and applicable specifications and samples. Such goods shall be of good merchantable quality and fit for the known purposes for which sold, and are free and clear of all liens and encumbrances. Consultant and County agree that this

order does not exclude, or in any way limit, other warranties provided for in this Agreement or by law. The Proposer agrees that, unless otherwise specified, the supplies and/or services furnished under this solicitation shall be covered by the most favorable commercial warranty the Proposer gives to any customer for comparable quantities or such supplies and/or services and that the rights and remedies provided herein are in addition and do not limit any rights afforded to the County of DeSoto by any other provision of this solicitation.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

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SPECIAL CONDITIONS

1. INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$300,000 each accident, \$300,000 each employee, \$300,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:

CONSULTANT shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x. c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.

PROFESSIONAL LIABILITY:

CONSULTANT(S) shall maintain professional liability errors and omissions coverage with limits of not less than \$1,000,000 for professional services rendered in accordance with this Agreement. The CONSULTANT(S) shall maintain such insurance for at least two (2) years from the termination of this Agreement and during this two (2) year period the CONSULTANTS(S) shall use their best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the Agreement, the CONSULTANT(S) shall notify County Risk Management within thirty (30) days of the change.

EVIDENCE OF INSURANCE:

CONSULTANT shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, Comprehensive General Liability and Worker's Compensation Insurance, including Employer Liability Insurance, with minimum policy limits of \$ 1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law, and will provide endorsed Certification of Insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the COUNTY as a named, additional insured, as well as furnishing the COUNTY with a Certified Copy, or Copies, of said insurance policies. Certificates of Insurance and Certified Copies of these Insurance Policies must accompany this signed Agreement. Said insurance coverage(s) procured by the CONSULTANT as required herein shall be considered, and the CONSULTANT agrees that said insurance coverage(s) it

procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the COUNTY, and that any other insurance, or self-insurance available to the COUNTY shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the CONSULTANT as required herein.

Nothing herein shall be construed to extend the COUNTY's liability beyond that provided in Section 768.28, Florida Statutes.

In the event the insurance coverage expires prior to the completion of the Services, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All Certificates of Insurance must be on file with and approved by the COUNTY before the commencement of any work activities.

2. The Proposers' timely response under the terms of this Agreement is paramount. The unavailability of the highest ranked Proposer (depending on the urgency of the COUNTY'S needs) may result in the award/project being authorized to the next highest ranked Proposer.

3. Work must begin after the issuance of a Notice of Commencement, unless otherwise provided.

4. The COUNTY may terminate this Agreement at its convenience with 10 days advance written notice to the CONSULTANT.

5. It is the responsibility of the Proposer to contact the Purchasing Department prior to submitting a Proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with their Proposal. Any questions relative to interpretation of requirements, scope of services or selection processes shall be addressed in writing to the address indicated below. No inquires, if received within seven (7) days of the date set for the reading of names of the Proposers, will be given consideration. **Oral answers will not be authoritative.**

6. DeSoto County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers are to be included as an additional Insured on both the Commercial General Liability and Commercial Automobile Liability. Desoto County is to be named insured as DeSoto County Board of County Commissioners. Insurance policies meeting the requirements herein identified shall be maintained during the duration of the Agreement. Renewal certificates shall be sent to the County thirty (30) days prior to any expiration date. There shall also be a thirty (30) day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage.

7. Certificates of insurance meeting the required insurance provisions shall be forwarded to the Purchasing Department upon Notice of Award, prior to the

commencement of the Services. For the purpose of identification, when submitting insurance, the Request for Qualifications name and number must be included on the certificate.

8. CONSULTANT AND COUNTY DEFINED:

As used in these specifications, the term "Consultant" refers to Seller and the term "County" refers to Purchaser, as defined in the terms and conditions applicable to this Agreement. All person acting for Consultant, such as employees, sub-consultants, and agents of the Consultant, are included in the meaning Consultant.

9. ADDITIONAL INFORMATION:

Questions about the Agreement and technical portions of the Request for Qualifications must be submitted in writing to the person listed below. Proposers are cautioned that any statements made by the Agreement and/or technical contact person that materially change any portion of the proposal document shall not be relied upon unless the subsequently ratified by a formal written amendment to the proposal documents. To find out whether the County intends to issue an amendment, contact the person listed below. No contract or technical questions will be accepted after seven (7) days prior to the date set for bid opening.

Direct inquires to:

Cindy Talamantez, CPPO, CPPB
Purchasing Director
DeSoto County Board of County Commissioners
Purchasing Department
201 East Oak Street, Suite 203
Arcadia, Florida 34266
863-993-4816 Office
863-993-4819 Fax
c.talamantez@desotobocc.com

PLEASE NOTE: The County's servers will not allow some emails access to our system. We have opened an account with Google – desotopurchasing@gmail.com. If you have questions, please post to both email addresses to ensure receipt and that all questions will be answered in a timely manner.

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QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: **PURCHASING DEPARTMENT**
ADDRESS: **201 E. OAK STREET, SUITE 203**
ARCADIA, FLORIDA 34266

SUBMITTED BY: The Southern Group of Florida, Inc. **CIRCLE ONE**
Laura Boehmer **Corporation**
NAME: Laura Boehmer **Partnership**
ADDRESS: 201 E. Kennedy Blvd, Suite 1950, Tampa, FL 33602 **Individual**
PRINCIPAL OFFICE: P.O. Box 10570, Tallahassee, FL 32302 **Joint Venture**
Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: The Southern Group of Florida, Inc.

The address of the principal place of business is: P.O. Box 10570, Tallahassee, FL 32302

2. If the Offeror is a corporation, answer the following:

- a. Date of Incorporation: June 21, 1999
- b. State of Incorporation: Florida
- c. President's name: Paul Bradshaw
- d. Vice President's name: N/A
- e. Secretary's name: Adria Cavany
- f. Treasurer: Rachel Cone
- g. Name and address of Resident Agent: Paul Bradshaw, 123 S. Adams Street, Tallahassee, FL 32301



3. If Offeror is an individual or a partnership, answer the following:

- a. Date of organization: _____
- b. Name, address and ownership units of all partners:

- c. State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

One year, in September 2019 the firm amended it's name to The Southern Group of Florida, Inc.

a. Under what other former names has your organization operated?

The firm operated as Southern Strategy Group from June 1999 to September 2019. In September 2019 the firm amended it's name to The Southern Group of Florida, Inc.

The same tax identification number remains the same with the amended name.

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of the proposal. Please attach certificate of competency and/or state registration.

Sunbiz Document Number P99000055999

8. Have you personally inspected the site of the proposed work? N/A

9. Did you attend the Pre-Proposal Conference? N/A

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

N/A

11. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

N/A

12. State the names, telephone numbers and last known addresses of three (3) businesses with the most knowledge of work which you have performed, and to which you refer (governmental entities are preferred as references).

NAME	CONTACT	ADDRESS	
Please see Section 4 for additional information.			Email
			Telephone
			Email
			Telephone
			Email
			Telephone

13. List the pertinent experience of the key individual of your organization (continue on insert sheet, if necessary).

Please see Section 3 for additional information on Laura Boehmer, who will be the lead for the County.

14. State the name of the individual who will have personal supervision of the services:

Laura Boehmer

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATION TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Laura Boehmer
SIGNATURE

State of Florida
County of Hillsborough

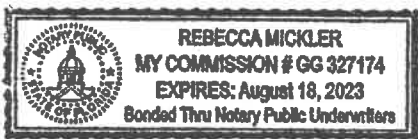
On this the 14 day of September, 2020, before me, the undersigned Notary Public of the State of Florida, personally appeared Laura Boehmer and

(Name(s) of individual(s) who appeared before Notary)
whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Rebecca Mickler
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Rebecca Mickler
(Name of Notary Public: Print, stamp, or type as commissioned.)



Personally known to me, or

Produced identification:

DID take the oath, or

DID NOT take the oath.

State of Florida

Department of State

I certify from the records of this office that THE SOUTHERN GROUP OF FLORIDA, INC is a corporation organized under the laws of the State of Florida, filed on June 21, 1999.

The document number of this corporation is P99000055999.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on March 13, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirteenth day of March, 2020*



Randy Be
Secretary of State

Tracking Number: 4569128641CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

HOLD HARMLESS AGREEMENT:

Consultants shall indemnify and hold harmless the County, and the County's officers and employees from and against any and all liability, costs, losses, and damages (including but not limited to reasonable attorney's fees) arising out of or to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant and other persons employed by or utilized by Consultant in their performance under this Agreement.

Type of Organization (Please Check One): Individual Ownership Joint Venture
 Partnership Corporation

Name of Bidding Firm:
The Southern Group of Florida, Inc.

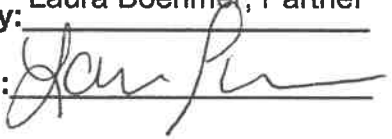
Mailing Address:
P.O. Box 10570, Tallahassee, FL 32302

Location Address:
201 E. Kennedy Boulevard, Suite 1950

City & State: Tampa, FL ZIP: 33602

Telephone: (813) 563-4100 Fax Number: N/A

Name/Title of person authorized to bind the Company: Laura Boehmer, Partner

Signature of person authorized to bind the Company: 

Date: 09/14/2020

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that The Southern Group of Florida, Inc. (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature: _____

Dated: 09/14/2020

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that is and its principles:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- (3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.



Signature

Partner

Title

The Southern Group of Florida, Inc.

Contractor/Firm

201 E. Kennedy Blvd, Suite 1950, Tampa, FL 33602

Address

**SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____
COUNTY OF _____

Before me, the undersigned, personally appeared who, being by me first duly sworn, made the following statement:

1. The business address of The Southern Group of Florida, Inc. [name of firm]
is P.O. Box 10570, Tallahassee, FL 32302
2. My relationship to The Southern Group of Florida, Inc. [name of firm]
is Partner
[relationship, such as sole proprietor, partner, president, vice president].
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executive, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the firm nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the firm nor any affiliate of the

firm has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

~~7. There has been a conviction of a public entity crime by the firm, or an officer, director, executive, partner, shareholder, employee, member or agent of the firm who is active in the management of the firm or an affiliate of the firm. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted vendor list. The name of the convicted person or affiliate is _____.~~

A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 7 if paragraph 6 above applies.]

[Handwritten Signature]

SIGNATURE

State of Florida
County of Hillsborough

On this the 14 day of September, 2020, before me, the undersigned Notary Public of the State of Florida, personally appeared Laura Behmer and _____
(Name(s) of individual(s) who appeared before Notary)
whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Rebecca Mickler
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Rebecca Mickler
(Name of Notary Public: Print, stamp, or type as commissioned.)



Personally known to me, or
 Produced identification:

DID take the oath, or
 DID NOT take the oath.

NON-COLLUSION STATEMENT

By signing this offer, the Consultant certifies that this offer is made independently and free from collusion. Consultant shall disclose below any DeSoto County, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the Consultant's business, who is in a position to influence this procurement.

Any DeSoto County, Florida officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the Agreement is awarded to this Consultant.

County employees may not contract with the County through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

Immediate family members (spouse, parents and children) are also prohibited from contracting with the County subject to the same general rules. Failure of a Consultant to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the County Procurement Policy.

NAME	RELATIONSHIPS
N/A	N/A

In the event the Consultant does not indicate any names, the County shall interpret this to mean that the Consultant has indicated that no such relationships exist.

AFFIDAVIT

STATE OF FLORIDA, COUNTY OF DESOTO

BEFORE ME, the undersigned authority, personally came and appeared,

Laura Boehmer, who after being duly sworn, deposed and said that he is the fully authorized Partner of

The Southern Group of Florida, Inc.

(hereinafter referred to as affiant), and said affiant further said:

(1) That affiant has not and will not employ any person either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the project or in securing the public contract are in the regular course of their duties for the affiant; and

(2) That no part of the contract price was paid or will be paid to any person for soliciting

the Agreement, other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant.

AFFIANT
SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 14 DAY OF
September, 2020. NOTARY PUBLIC

AFFIANT

Company Name: The Southern Group of Florida, Inc.

Address: 201 E. Kennedy Blvd, Suite 1950, Tampa, FL 33602

Phone Number: 813-563-4100

Signature: [Handwritten Signature]

NON-COLLUSION AFFIDAVIT IN THE STATE OF
Florida IN THE COUNTY OF
Hillsborough being first duly sworn, on oath, says that
the bid above submitted is a genuine and not a sham or collusive bid or made in the
interest of or on behalf of any person not therein named, and s/he further says that the
said Bidder has not directly or indirectly induced or solicited any Bidder on the above
work or supplies to put in a sham bid, or any other person or corporation to refrain from
bidding, and that said Bidder has not in any manner sought by collusion to secure
her/himself an advantage over any other bidder or bidders. Subscribed and sworn
before me this 14 day of Sept., 2020 NOTARY PUBLIC in and for the State of
Florida Signature Rebecca Mickler
Seal



CONFLICT OF INTEREST STATEMENT

(STATE OF FLORIDA; COUNTY OF DESOTO)

Before me, the undersigned authority, personally appeared Laura Boehmer, who was duly sworn, deposes, and states:

1 I am the Partner of The Southern Group of Florida, Inc. with a local office in Tampa, Florida and principal office in Tallahassee, Florida

2 *For DeSoto County* The above named entity is submitting an Expression of Interest for the DeSoto County project described as: RFQ-20-21-00 – Lobby Services & Networking of Grants with Appropriations.

3 The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

4 The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.

5 Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

6 Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.

7 Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

8 I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of DeSoto County.

9 I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with DeSoto County.

10 In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify DeSoto County in writing.

DATED this 14 day of September, 2020.

(Affiant)

Typed Name of Affiant Laura Boehmer

Title Partner

Sworn to and subscribed before me this 14 day of September, 2020.

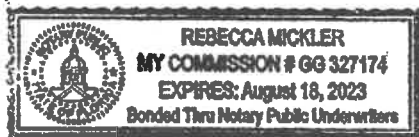
Personally known Laura Boehmer

OR Produced identification _____ Notary Public - State of

Florida
Rebecca Mickler

My commission expires August 18, 2023 (Type of identification)

(Printed typed or stamped commissioned name of notary public)



APPROACH

THE TAKEAWAY: THE SOUTHERN GROUP HAS THE LONGEST AND BEST TRACK RECORD OF ANY LOBBYING FIRM IN FLORIDA AND WAS FOUNDED ON THE CORE PRINCIPLES OF INSIDER KNOWLEDGE, POWERFUL ADVOCACY, AND CLIENT SERVICE.

Our firm is well positioned to deliver results to the County on both Appropriations and Policy matters. The Southern Group was founded 21 years ago, and in that time has built a team of lobbyists who can confront and overcome the challenges of a huge, complex, and rapidly changing state government. The Southern Group has assembled a large team of seasoned professionals—most of them drawn from the highest ranks of state and local government and politics—who are steeped in a tradition of client service and effective advocacy. The Southern Group was built on the simple, but powerful, concept that clients could be best served by hiring the most accomplished professionals out of government and politics, arming them with advocacy skills, and deploying them as a highly motivated and coordinated team.

Every day, The Southern Group taps our vast network of political contacts to gather valuable and useful information about important developments in the public policy realm. We continuously enhance existing relationships and build new ones with the ever-changing body of state and local leaders and staff who create and implement public policy.

OUR SIZE AND EXPERIENCE—AND THE FACT THAT WE TRULY OPERATE AS A TEAM—ACHIEVES RESULTS FOR OUR CLIENTS.

The Southern Group's lobbyists truly operate as a cohesive and seamless team. Our professionals systematically and methodically evaluate our relationships with all 160 legislators and dozens of key executive branch personnel, and constantly work to improve relationships where needed. This is an ongoing process that allows the team to reach key decision makers anywhere in government and at almost any time. The result is an unprecedented level of access and influence for our clients. The biographies of The Southern Group's 25 lobbyists read like a Who's Who from government and politics. The team's area of expertise extends to legislative appropriations, agriculture, water and natural resources, local government, transportation, land use planning and environmental permitting, rules and appointments, utilities, economic development, energy, technology, telecommunications, public safety and law enforcement, taxation, insurance, and many other substantive specialty areas. The Southern Group has the most knowledgeable state budget and policy team in the Florida lobby corps which includes a former Chiefs of Staff from state agencies and the Governor's office, former House Appropriations Chairman, former Secretary of Department of Transportation, and former Secretary of Management Services. Additionally, we have lobbyists who have served inside local government who have first hand experience working on issues that matter most to the County.

Their advice and counsel on appropriations and policy matters will be critical for the County accomplishing its priorities.



The Southern Group, on a daily basis, interacts with leadership and senior staff of many of the legislative committees as well as top officials at the state's executive branch agencies. We have strong relationships with all members of the DeSoto County. These relationships allow us an opportunity to provide input while legislative initiatives and other priorities are in their earliest evolutionary stages.

With offices located throughout Florida—Tallahassee (1999), Jacksonville (2009), Orlando (2005), Tampa Bay (2006), Miami (2009) and Key West (2018)—The Southern Group has a statewide presence that is unmatched. The result is that if a client needs to quickly meet with a local or statewide-elected public official, there is virtually no person in state or local government who cannot be quickly reached by a Southern Group lobbyist. And once reached, The Southern Group lobbying team has the skill and expertise to forcefully and effectively advocate on behalf of clients.

The Southern Group's Tallahassee office is conveniently located to provide ready access to the Capitol and other major state government buildings. The Southern Group office building is less than a minute's walk from the Capitol grounds, and with 11,000 square feet of office space is the largest lobbyist-only office building in the state capital and has room for guests and large meetings for our clients.

EVERY SUCCESSFUL LOBBYING CAMPAIGN STARTS WITH A PLAN

Given The Southern Group's long-standing reputation as the top lobbying firm in Florida, record of success and the unique skill sets of the lead lobbyists assigned, the County and The Southern Group are well positioned to accomplish each of the specific goals listed in the scope of work.

The Southern Group will help the County formulate an informed, realistic agenda with timelines and action items. We work hand in hand with our clients to create individualized plans that serve as living documents and are regularly updated to track efforts, ensure coordination and develop next steps. The exact strategy implemented for each issue in this plan will depend on several factors, such as the scale of the issue (for example: Is it localized in nature or of statewide impact?) and whether the issue is policy-based or funding based. We don't offer cookie cutter approaches to government relations. Rather, we collaborate with our clients to build customized strategies based on their unique needs, concerns, strengths and weaknesses.

One thing that sets our firm apart from our competition in our approach is that we are extremely proactive. Because of our statewide relationships, our large network of lobbyists across Florida, and our extensive experience, we are constantly at the forefront of issues affecting local governments.

Whether it is working with the Governor's office and the Department of Economic Opportunity on grants, or the Florida Department of Emergency Management on FEMA reimbursements, you can be assured that DeSoto County will be well informed and at the table as important decisions are being made. In addition to securing legislative budget line items, we will work with the County on identifying and securing funding directly from State Agencies.

The Southern Group also excels at securing funding within state agencies. There is significant money available within executive agencies that the County should be exploring. The Southern Group will make it a priority to work directly with the Florida Department of Transportation (FDOT), the Department of Economic Opportunity (DEO), the Department of Agriculture and Consumer Services (FDACS), the Department of Emergency Management (DEM), the Department of Environmental Protection (DEP), the Department of Health (DOH), and the Water Management Districts. We will proactively seek incentives and funding opportunities from these agencies on behalf of the County. Additionally, there are economic incentives and infrastructure funding available from DEO grants in a partnership with local government.

We have the experience working with these agencies and their budgets, and relationships at the highest levels to assist us in our success.

In addition to State Agencies, our lobbyists are deeply involved with the Florida Association of Counties, the Florida City and County Manager Association, Florida Association of Intergovernmental Relations and other local government stakeholder groups, which we work closely with as priorities align. Our extensive relationships with public entities extend to the local level as well. Our team works closely with leadership at the local universities, community colleges, school districts and counties. These high-level relationships, combined with the knowledge of what issues are important to them, is a valuable asset that The Southern Group can bring together to build potential partnerships.

The Southern Group will provide strategic guidance to the County on how best to achieve the County's legislative goals. The scope of work would begin with a consultation with the County Administrator and key staff to develop the 2021 legislative priorities. Because of our extensive experience working with local governments and knowledge of leadership priorities, we can advise the County on which projects have the most chance of success. Once the priority issues have been identified, The Southern Group will work to get County officials in front of the appropriate legislative member, committee staff, or agency official to advocate the County's position. Our relationships with budget committee and subcommittee chairman allow for access to discuss your priorities in advance of the Session.

Leading up to session, our lobbyists will work with legislators and staff to advance the County's priorities, including securing strong sponsors for the County's priority appropriations requests. Our team will review legislation daily in order to evaluate how these bills affect the County's priorities and issues in the legislative program. Lobbying doesn't occur just during committee meetings or the 60-day Legislative Session. Strong relationships with key decision-makers from all over the State are paramount to an effective lobbying operation. Not only do we have very strong relationships with the County's delegation members, but The Southern Group has long-term relationships with both incoming presiding officers, House Speaker-elect Chris Sprowls and Senate President-elect Wilton Simpson.

Additionally, we also have exceptional relationships with many of their top lieutenants, and future leaders, including Speaker-designate Paul Renner, Representative Jay Trumbull, Senator Kelli Stargel, and Senate President designate Kathleen Passidomo. All of these officials will be critical to the County during the upcoming years.

THE SOUTHERN GROUP WILL PROVIDE SUPERIOR SERVICE AND OFFERS THE COUNTY THE OPTIMAL STRUCTURE TO ACHIEVE OBJECTIVES, BASED UPON SEVERAL KEY FACTORS:

- Our team of top-notch, highly professional lobbyists who possess exceptional relationships with decision-makers and subject matter expertise;
- Our long history of constant communication with our clients and important decision-makers;
- Our experience and track record of success on behalf of our clients, which will be used to develop and implement a strategy to position the County for success;
- Our strong relationships with key leaders in both the executive and legislative branches in both parties;
- Our dedication to the highest level of customer service and quality.

Before and throughout Session, The Southern Group will provide verbal and written reports to the County. We provide weekly status reports during Session and committee weeks which track the County's priorities, as well as bills that impact local governments. We create a tracking summary unique to the DeSoto County and prioritize bills of interest and indicate any action on your behalf. The DeSoto County Board of County Commissioner's and County staff will always have access to our office which is a block from the Capitol for meetings or gatherings. We routinely hold receptions in our office for our clients as well. Post-session months will include Legislative Session wrap-ups and presentations from The Southern Group to the County Commissioners, in addition to the formulation of future year agendas and appropriations requests.

PRICING STRUCTURE

DESCRIPTION	PRICE	QTY	SUBTOTAL
DeSoto County Board of County Commissioners			
Lobbying Services and Networking of Grants with Appropriations	\$36,000	annually	\$36,000
Total Annual Cost			\$36,000

In exchange for lobbying services before the executive and legislative branches of Florida government, The Southern Group proposes an annual fee of \$36,000 (payable in 12 monthly installments of \$3,000 a month, inclusive of all expenses related to lobbying services). The Southern Group will send an invoice on the first of each month and payment is due by the end of each month. There will be no additional costs directly attributable to the performance of this work.

The Southern Group currently represents dozens of local government entities around the state and, in every situation, the local government pays using a monthly retainer agreement. This monthly fee includes all of the services outlined in the scope of services.