

THE SCHOOL DISTRICT OF MONROE COUNTY, FLORIDA
CONTRACT ROUTING WORKFLOW FOR CONTRACTS UNDER \$50,000 ONLY

Instructions:

1. Pull applicable Contract Form from District website/forms page. [FORMS MANAGEMENT](#)
2. Prepare Contract as per Purchasing Manual: Chapter 3 – Preparing a Contract. Submit completed Contract to Vendor and have them return a signed copy of the Contract, all supporting documents (quotes, Vendor terms, etc.), and certificate of insurance (if applicable).

NOTE: If a Certificate of Insurance is not provided, you must fill out the Insurance Waiver Request Form.

3. Upload signed Contract and all supporting documents to Sharepoint. Create a subfolder for each Contract. All Contract documents should be named as their place in the Contract (e.g., *Vendor quote labeled as Ex. A – ACME Quote 1234*).

4. Complete and submit this Contract Routing Form in Focus.

CONTRACT ORIGINATOR:

GAELAN JONES P
Submitter Name

32145
Submitter EIN

DIRECTOR INTERNAL SERVICES
Submitter Position

Please select appropriate school/department to route the contract: 9001 - ADMINISTRATION BUILDING

Click the link to upload contract. [9001-Board](#)

SECTION ONE

Contract With: The Southern Group of Florida, Inc.

Contract Value: 50000.00

Effective Date: 11/01/2023

Budget Coding: 110-7100-310-9001-0001

Expiration Date: 06/30/2024

Contract Purpose/Description: The Southern Group of Florida assists the Superintendent and School Board lobby the Florida legislature on policy change and budget appropriations for specific projects. In the 2024 legislative session, the Southern Group will assist MCSD in lobbying the Legislature and Governor's office for a \$20M appropriation required for renovation of the aging Reynolds School and Bruce Hall properties in Key West

SECTION TWO

For Contract Approvers: Please click [Contract Routing Folder](#) to view contract.

**DIRECTOR/
PRINCIPAL:**

Comments:

**EXECUTIVE
DIRECTOR:**

Comments:

LEGAL:

Comments:

HR:

Comments:

RISK:

Comments:

FINANCE:

Comments:

**INTERNAL
SERVICES:**

Comments: approval subject to correction of additional insured on COI

SUPERINTENDENT:

Comments:

RECORDS:

Comments:



MONROE COUNTY SCHOOL DISTRICT

Contract for Goods / Services

This Contract ("Contract") entered into by and between: The School Board of Monroe County, Florida, 241 Trumbo Road, Key West, Florida 33040 (hereinafter "School Board" or "MCSB"), as contracting agent for the School District of Monroe County, Florida ("School District"), and the Southern Group of Florida, Inc., a Florida Corporation (or foreign corporation authorized to do business in the State of Florida), whose principal address is 123 S Adams St, Tallahassee, FL 32301 (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and benefits hereinafter set forth, the parties herein covenant and agree as follows:

1. TERM

The term of this Contract shall commence on November 1, 2023 and continue until June 30, 2024 ("Initial Term"), unless otherwise terminated, or renewed for a period of not more than four (4) years from the effective date of the Initial Term, as provided for herein. Any renewal of this Contract shall be subject to a determination by School Board that the services provided by Contractor were satisfactorily performed, that the services, are needed, and upon availability of funds. Any renewal of this Contract shall be on the same terms, except as otherwise specified by School Board and Contractor in the renewal instrument.

Notwithstanding any termination provision provided by the Contract, or any attachment or exhibit, School Board shall reserve the right to terminate this Agreement with written notice to Contractor provided at least thirty (30) days prior to the start of each fiscal year upon determination, in School Board's sole discretion, that insufficient funds will be allocated in the upcoming budget to cover the full cost of this Contract.

2. CONTRACTOR'S SERVICES

Contractor agrees to provide goods or services to School Board, as described in further detail below:

State lobbying services to legislative and executive branches of Florida government on issues related to Education policy, as further detailed in Exhibit A

If Contractor has provided a quote, proposal, or statement of work, said documentation is attached hereto as Exhibit A (Quote/Proposal/Order Number: N/A). To the extent included, Contractor agrees to provide the products and services as detailed in Exhibit A. In the event of a conflict between the terms of this Contract, Exhibit A, and any other attachment to this Contract, the terms of this Contract shall prevail, unless otherwise agreed to in writing by School Board and Contractor.

3. COMPENSATION

School Board shall pay Contractor the sum of **fifty thousand** dollars and 00/100 cents (\$50,000.00) to provide said goods/services pursuant to this Contract. All compensation provided by this section represents a 'Not to Exceed' price. In no event shall School Board be liable to pay to Contractor compensation in excess of the amount specified herein, except as explicitly authorized by School Board in a signed, written amendment to this Contract. School Board may issue purchase orders to Contractor payable from the total compensation provided by this section, which shall be incorporated into this Contract by reference.

No payment shall be due until an invoice for the goods/services has been submitted for payment and the School Board verifies that all services have been fully and satisfactorily completed. Unless alternate payment methods are specified within this section below, School Board shall make diligent efforts to issue payment within thirty (30) calendar days of receiving a proper invoice from Contractor, in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. **If alternate payment methods are to be observed, they must be specified below.**

Contractor shall be paid a flat fee of \$4,500.00 per month. Contractor shall further be reimbursed for expenses incurred in the course of performing work for School Board. Costs in excess of \$500 per month shall be approved in advance by School Board in writing.

4. PAYABLE INTEREST

Unless prohibited by applicable law, School Board shall not be liable for interest payable to Contractor for any reason, whether as prejudgment interest or for any other purpose. By entering into this Contract, Contractor waives and disclaims any and all entitlement to interest in connection with a dispute or claim arising from, or in any way related to this Contract. To the extent this section is inapplicable by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by School Board under this Contract, whether as prejudgment interest or any other purpose, shall be, to the fullest extent permissible under applicable law, one quarter percent (0.25%) un compounded simple interest.

5. INSURANCE

Prior to commencement of this Contract, Contractor agrees to secure and maintain at all times at Contractor's sole expense, insurance coverage, as laid out below, covering Contractor for all acts or omissions which may give rise to liability for services under this Contract. Contractor, and any employees or agents of Contractor who will provide services pursuant to this Contract, shall be insured with a reputable and financially viable insurance carrier, with minimum coverage amounts as specified herein. Contractor agrees to notify School Board at least thirty (30) days prior to any material change in coverage or cancellation of any insurance policy subject to this Contract.

Contractor shall provide to School Board documentation of such coverage, reflecting that "The School Board of Monroe County, Florida" is named as an additional insured on Contractor's policy. Said documentation shall be attached hereto as Exhibit "B," and incorporated herein by reference.

- General Liability Insurance**
Amount: _____
- Professional Liability Insurance**
Amount: \$1,000,000.00
- Vehicle Liability Insurance**
Amount: _____
- Workers Compensation Insurance**
Amount: _____
- Cyber Liability Insurance:**
Amount: _____

6. INDEPENDENT CONTRACTOR STATUS

Contractor is, for all purposes arising under this Contract, an independent contractor. Contractor and its officers, agents or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the School/Department. No officer, agent or employee of Contractor or School/Department shall be deemed an officer, agent or employee of the other party. Neither Contractor nor School/Department, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

7. BACKGROUND CHECKS/FINGERPRINTING

If applicable as provided herein or by Florida law, Contractor agrees that its employees and subcontractors have been subjected to background screening by a public school district designee within the past five (5) years and have not been convicted of any disqualifying offense set forth by Florida Statute § 435.04, or will otherwise obtain such screening through School Board prior to commencement of work. In accordance with the Jessica Lunsford Act, all contractors (including subcontractors and employees of subcontractors) who are permitted access on school grounds when students are present, who have direct contact with students, or who have access to or control of school funds, shall be subject to fingerprinting and background screening at least once every five (5) years. Contractor agrees to bear any and all costs associated with acquiring any background screening that may be required pursuant to this section.

Exceptions to background screening requirements, as stated in Chapter 1012, Florida Statutes, shall be applicable. Such exceptions include contractors who will remain in the direct line of sight of a Monroe County School District employee at all times when they are on school grounds or have direct contact with a student; contractors who are required by law to undergo a level 2 background screening for licensure, certification or employment; or contractors who remain separated from students by a chain-link fence of at least 6 feet in height.

Further, Contractor agrees to require all affected employees and subcontractors to sign a statement, as a condition of employment with Contractor in relation to performance under this Contract, that the employee and/or sub-contractor will notify Contractor/Employer of any arrest or conviction of any offense enumerated in Florida Statute § 435.04 within forty-eight (48) hours of their occurrence. Contractor further agrees to notify MCSB immediately upon becoming aware that one of its employees or its sub-contractor’s employees, who was previously certified as completing the background check,

and meeting the statutory standards, is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify MCSB of such arrest or conviction within forty-eight (48) hours of being put on notice by the employee/sub-contractor and within 5 days of its occurrence shall constitute grounds for immediate termination of this contract by MCSB.

8. CONFIDENTIALITY OF STUDENT INFORMATION

To the extent Contractor will provide services that will require or otherwise involve collection or access to student information, whether gathered by Contractor or provided by School Board, Contractor and its officers, employees, subcontractors, agents, and other representatives shall comply fully with all applicable state and federal regulations regarding the confidentiality of student information and education records, including but not limited to Florida Statutes § 1002.22 and 1002.221, the Family Educational Rights & Privacy Act (FERPA) and the Children's Online Privacy Protection Act (COPPA). For purposes of this subsection, 'student information' includes, but is not limited to, demographic information (name, birthdate, physical address, email address, phone number), education records (academic, testing, discipline, special education), geolocation information, or any other data that constitutes "personally identifiable information" as defined by FERPA (34 C.F.R. § 99.3).

Contractor expressly acknowledges and agrees to collect and/or utilize student information only to the extent necessary to provide to School Board the services subject to this Contract, and to not copy, disclose, transmit, reproduce or otherwise disclose any student information obtained to any third-party, except as expressly identified in this Contract, in Contractor's statement of work attached hereto as Exhibit A, as explicitly consented to in writing by School Board, or as may be required by state or federal law. Contractor shall safeguard all student information received or otherwise accessed pursuant to this Contract by implementing commercially reasonable administrative, physical and technological controls to protect the confidentiality of student information in accordance with the privacy requirements of FERPA, and as otherwise specified herein.

Contractor is expressly prohibited from disclosing student information to any third-party for a commercial purpose without the signed written consent of both School Board, and the parent or legal guardian of the student whose information is being disclosed. Notwithstanding any other provision herein, violation of this provision by Contractor shall result in the immediate termination of this Contract for breach. If this Contract is terminated as a result of Contractor's violation of this provision, Contractor shall be ineligible for award of any contract by School Board for a minimum of one (1) year from the effective date of said breach.

Contractor agrees to immediately notify School Board upon discovery of any breach of the confidentiality of any student information, and to fully cooperate with School Board personnel to resolve any privacy investigation(s) or concerns in a timely manner. Further, Contractor shall fully indemnify and hold harmless School Board, and its officers and employees for any violation of this section, including but not limited to the cost of defending School Board against any complaint, administrative or judicial proceedings, and payment of any and all costs, damages, judgments, and attorneys fees incurred by or imposed upon School Board as a result of Contractor's breach of this subsection. This section shall survive the termination or expiration of this Contract.

9. TERMINATION

A. WITHOUT CAUSE

This Contract may be terminated for any reason by either party upon thirty (30) days written notice to the other party at the addresses set forth below. If said Contract should be terminated as provided in this paragraph of the Contract, School Board shall be relieved of all obligations under said contract and School Board will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits.

B. TERMINATION FOR BREACH

Either party may terminate this Contract upon breach by the other party of any material provision of this Contract, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY MCSB

School Board may terminate this Contract immediately upon written notice to Contractor (such termination to be effective upon Contractor's/Individual's receipt of such notice) upon occurrence of any of the following events:

- i. the denial, suspension, revocation, termination, restricting, relinquishment or lapse of any license or certification required to be held by Contractor, or of any Company/Individual staff's professional license or certification in the State of Florida;
- ii. conduct by Contractor or any Company/Individual staff which affects the quality of services provided to School Board or the performance of duties required hereunder and which would, in School Board's sole judgment, be prejudicial to the best interests and welfare of the School Board and/or its students;
- iii. breach by Contractor or any Company/Individual staff of the Family Educational Rights and Privacy Act (FERPA), the Children's Online Privacy Protection Act (COPPA), 1002.22 or 1002.221, Florida Statutes, or the confidentiality provisions of this Contract;
- iv. failure by Contractor to maintain the insurance required by the terms of this Contract.

10. ASSIGNMENT

Contractor shall not assign or transfer any interest in this Contract without the prior written consent of School Board. Assignment of Contractor's interest in this Contract may be approved by the Superintendent of Schools. Should an assignment occur upon mutual written consent, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns. Prior to commencement of any work to be provided under this Contract, Contractor shall disclose the identities of all subcontractors to School Board, secure the written approval of School Board, and include in all applicable subcontracts a requirement for the subcontractor to comply with all applicable terms and conditions of this Contract. Contractor shall not subcontract with any third-party not expressly approved by School Board in writing.

11. AMENDMENT

This Contract may be amended only with the mutual written consent of the parties. All amendments must be in writing and must be approved by School Board.

12. INDEMNIFICATION AND LIMITATION OF LIABILITY

Contractor shall indemnify and hold harmless School Board from and against any and all claims, liabilities, damages, and expenses, including, without limitation, reasonable attorneys' fees, incurred by School Board in defending or compromising actions brought against it arising out of or related to the acts or omissions of Contractor, its agents, employees or officers in the provision of services or performance of duties by Contractor pursuant to this Contract. Notwithstanding any provision to the contrary, including any terms & conditions from Contractor incorporated as an attachment or Exhibit hereto, no provision of this Contract shall be construed in a manner that waives or otherwise eliminates the limits of liability or sovereign immunity prescribed by Chapter 768, Florida Statutes.

Neither Contractor nor School Board shall be liable to the other party for any damages under this Contract that exceeds the largest of the following amounts: (a) \$100,000; (b) twice the maximum compensation specified in Section 3 of this Contract, as may be amended by the parties by mutual written agreement; or (c) the policy limits of insurance coverage that Contractor is required to obtain pursuant to Section 5 of this Contract.

13. GOVERNING LAW, VENUE, WAIVER OF JURY TRIAL

This Contract shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any and all disputes shall be the state courts of the Sixteenth Judicial Circuit in and for Monroe County, Florida, or the United States District Court for the Southern District of Florida, as applicable under prevailing law. **By entering into this Contract, both Contractor and School Board expressly waive any right it may have to a trial by jury for any civil litigation arising from or in any way related to this Contract.**

14. REPRESENTATIONS, WARRANTIES & DEBARMENT

Contractor represents and warrants to School Board, upon execution and throughout the term of this Contract that:

- A) Contractor is not bound by any Contract or arrangement which would preclude it from entering into, or from fully performing the services required under the Contract;
- B) None of Contractor's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- C) Contractor has not been convicted of a public entity crime as provided in F.S. §287.133, to wit: A person or affiliate who has been placed on the convicted vendor list following

a conviction for public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list; and

- D) Contractor and Contractor's agents, employees and officers have, and shall maintain throughout the term of this Contract, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the functions, assigned to him or her in connection with the provisions of the Contract.
- E) Contractor certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:
 - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 29 CFR Part 93, Section 98.510, by any federal department or agency;
 - (ii) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (iii) Has not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

15. COMPLIANCE WITH LAWS AND POLICIES

To the extent applicable, Contractor agrees to comply with all current School Board Policies and all applicable local, state and federal laws, including laws pertaining to the confidentiality of student records and public records requests. A copy of all current School Board policies may be found at: <https://go.boarddocs.com/fl/sbmon/Board.nsf/Public?open&id=policies>

16. BILLING

Bills for fees or compensation under this contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Further, bills for any travel expenses shall be submitted in accordance with Florida Statute §112.061 where applicable.

17. THIRD-PARTY BILLING AND PAYMENT

To the extent applicable with regard to the services provided in this Contract, Contractor shall cooperate with School Board representatives to determine the eligibility of a referred student for third-party benefits and to bill cooperatively the third-party for services provided to the referred student. Should the third-party decline to pay for billed services, or should the third-party only make partial payment for billed services, Contractor shall provide appropriate documentation to School Board and will assist School Board in any administrative or appeals process regarding eligibility or payment as may be requested by School Board. Contractor shall not be entitled to bill nor accept third-party payment without authorization of the School Board and Contractor agrees that School Board shall not be obligated to make any payment that exceeds the rate referred to in the paragraph governing Compensation. Contractor shall provide service documentation in accordance with professional standards and School Board criteria as requested.

18. CONTRACT RECORDS RETENTION

Pursuant to Florida Statute 119.0701, Contractor agrees to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by School Board in order to perform the service.
- (b) Upon request from School Board's custodian of public records, provide School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to School Board.
- (d) Upon completion of the contract, transfer, at no cost, to School Board all public records in possession of Contractor or keep and maintain public records required by School Board to perform the service. Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records in Contractor's possession. All records stored electronically must be provided to School Board, upon request from School Board's custodian of public records, in a format that is compatible with the information technology systems of School Board.

Failure of Contractor to comply with this section and F.S. §119.0701 may include, but not be limited to, School Board holding Contractor in default, termination of the contract or legal action.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Records@KeysSchools.com OR MAIL TO: MONROE COUNTY SCHOOL DISTRICT, ATTN: CUSTODIAN OF PUBLIC RECORDS, 241 TRUMBO

ROAD, KEY WEST, FL 33040 OR CALL (305) 293-1400).

19. ETHICS CLAUSE

Contractor warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former Monroe County School District officer or employee. For breach or violation of this provision the Monroe County School District may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift or consideration paid to the former Monroe County School District officer or employee.

20. CONFLICT OF INTEREST

The following provisions shall apply for conflict of interest. Any violation of these provisions by a School District employee may be grounds for dismissal. No contract for goods or services may be made with any business organization in which the Superintendent or a School Board member has any material financial interest. No School Board member or officer, or School District officer or employee, may directly or indirectly purchase or recommend the purchase of goods or services from any business organization which they or their near relative have a material interest, as defined by §112.313, Florida Statutes, except as allowed by DOE Interpretative Memorandum No. A-20. No School Board member, School District employee or official may receive gifts or any preferential treatment from vendors. Such members, officers, officials or employees shall not be prohibited from participating in any activity or purchasing program that is offered to all School District employees or in School District surplus sales, provided there is no preferential treatment.

21. E-VERIFY

Pursuant to Florida Statute § 448.095, Contractor shall be required to register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. If Contractor enters into any contract with a subcontractor, Contractor shall be required to obtain an affidavit from the subcontractor confirming that the subcontractor does not employ, contract with, or subcontract with any person who is not authorized under federal law to be employed in the United States. Contractor shall be required to maintain a copy of said affidavit for the duration of the Contract Term, and shall produce said affidavit to School Board upon request. Notwithstanding any other provision herein, School Board reserves the right to immediately terminate this Contract upon notice to Contractor that School Board has developed a good faith belief that Contractor has knowingly violated this section.

22. DISCRIMINATORY VENDORS, SCRUTINIZED COMPANIES

Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with the School Board on the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

23. PROHIBITED TELECOMMUNICATIONS EQUIPMENT

Contractor represents and certifies that Contractor and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

24. OPTIONAL PROVISIONS (Check all that Apply)

A) Liquidated Damages

~~Contractor agrees to complete the services covered by this agreement prior to the contract expiration date listed in Section I entitled "TERMS." In the event that the services are not completed by the expiration date, Contractor hereby agrees to pay damages of no less than \$ N/A per _____ for each _____ the services remain incomplete after the expiration of the contract.~~

B) Bonding

~~Pursuant to Florida Statute § 255.05, Contractor shall be required to submit a payment & performance bond in the amount of \$ _____. As part of the bid process, proof of bonding capability was required. Proof of bonding capability submitted by Contractor is attached hereto as Exhibit A — Vendors Response/Proposal, and is incorporated by reference. Upon contract approval by the School Board, the bond must be submitted to MCSD prior to the notice to proceed being issued or Contractor beginning work. That proof of bond will be attached hereto as Exhibit _____, and shall be incorporated by reference.~~

25. FEDERAL FUNDING

To the extent this Contract involves payment originating from a federal grant, or otherwise utilizes federal funding, Contractor shall be required to comply with all applicable terms set forth in the addendum attached hereto as Exhibit C, if applicable. Contractor accepts and acknowledges that the Federal Government is not a party to this Contract and is not subject to any obligations or liabilities incurred by School Board, Contractor, or any other party to this Contract. Contractor acknowledges these terms are expressly incorporated into the Contract and agrees to comply with said terms for the duration of the Contract Term.

Federal funding is _____ / is not X being utilized for this Contract.

26. NOTICES

All notices required by this Contract, unless otherwise provided herein, by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by all means of express mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

Monroe County School Board:
Superintendent
Monroe County School District
241 Trumbo Road
Key West, FL 33040

With a copy to District Counsel
Vernis & Bowling of the Florida Keys, P.A.
81990 Overseas Hwy, 3rd Floor
Islamorada, FL 33036

Contractor:
Southern Group of Florida
P.O. Box 10570
Tallahassee, FL 32302

27. SEVERABILITY

The parties recognize and agree that should any clause(s) herein be held invalid by a Court of competent jurisdiction, the remaining clauses shall not be affected and shall remain of full force and effect.

28. COUNTERPARTS

This Contract may be executed in one or more counterparts, all of which together shall constitute only one Contract.

29. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Contract and/or the policies of the School Board does not relieve Contractor of the indemnification provisions contained within this Contract.

30. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Contract.

31. ENTIRE CONTRACT

The parties hereto agree that this is the final Contract between the parties and supersedes any and all prior Contracts and/or assurances, be it oral or in writing.

IN WITNESS WHEREOF, School Board and Contractor have executed this Contract effective the last date written below.

SIGNATURE OF CHAIRPERSON OF THE BOARD (CONTRACTS OVER \$50,000.00)

Theresa Oxford

SIGNATURE OF: Superintendent

DATE

12/04/2023

DATE

M. Kaitie DeLoach

SIGNATURE OF CONTRACTOR/REPRESENTATIVE

OCTOBER 31, 2023

DATE

KATE DELOACH, PARTNER

PRINT NAME AND TITLE

EXHIBIT A

(Contractor Proposal, Quote, Terms & Conditions)

EXHIBIT B
(Certificate of Insurance)

EXHIBIT C

MONROE COUNTY SCHOOL DISTRICT CONTRACT FOR GOOD / SERVICES

FEDERAL FUNDING ADDENDUM

1. Procurement of Recovered Materials

Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2. Equal Opportunity Employer

During the performance of this contract, Contractor agrees as follows:

- i. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- ii. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as

a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

- iv. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. Contractor will include the provisions of subparagraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. Davis-Bacon Wages (For Construction/Renovation in Excess of \$2,000)

Contractor shall comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141 through 3148). In accordance with the statute, Contractor shall pay wages to its employees not less than once a week. By signing this contract, Contractor accepts the latest wage determination from the U.S. Department of Labor, attached as Exhibit "____", and agrees to comply with same. The MCSB will report all suspected or reported violations to the federal awarding agency.

4. Copeland Anti-Kickback Act (For Construction/Renovation in Excess of \$2,000)

Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Dept. of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Contractor or its subcontractors are prohibited from inducing, by any means, any person employed in the contracted work, to give up any part of the compensation to which he or she is otherwise entitled. School Board will report all suspected or reported violations to the federal awarding agency.



MIAMI OFFICE

9155 S. Dadeland Blvd., Suite 1604
Miami, FL 33156

☎: 305.421.6304
thesouthern.com

January 26, 2022

Theresa Axford
Superintendent
Monroe County School District
241 Trumbo Road
Key West, FL 33040

Dear Ms. Axford:

Thank you very much for your interest in The Southern Group of Florida, Inc. (The Southern Group). We appreciate the opportunity to provide lobbying services to Monroe County School District in Florida. The Southern Group is committed to providing the highest level of service in furtherance of your goals. This agreement will describe the terms under which that representation will occur.

You have asked that we represent Monroe County School District before the Legislative and Executive branches of Florida government on issues related to education policy. The entire team of The Southern Group's lobbyists will be available to advance Monroe County School District's interests. You may wish to review in detail the qualifications of the team at www.thesouthern.com. However, in order to ensure that your needs are efficiently and fully addressed, I will be the primary contact for this representation. If I should ever be unavailable, I would encourage you to contact Sheela VanHoose. Our contact information is reflected on the attached sheet.

In exchange for these services, Monroe County School District has agreed to pay The Southern Group, \$4,500 per month beginning January 26, 2022. The Southern Group will send an invoice on the first of each month for the current month's services and payment is due by the end of each month. For your convenience, payment may be remitted via ACH or wire transfer. If you are interested in either of these payment options, please indicate so on the enclosed client information form and someone from our accounting team will follow up with you. Otherwise, all payments should be remitted to P.O. Box 10570, Tallahassee, FL 32302. This agreement will proceed on a month-to-month basis and may be terminated by either party upon receipt of 30 days written notice. Costs directly attributable to the performance of this work will be billed in addition to the monthly retainer, and these costs may include travel, lobbyist registration fees, and other expenses incurred on Monroe County School District's behalf. No monthly costs that in the aggregate exceed \$500 will be

incurred without your prior approval.

Also, by signing below, you agree that you will complete any forms necessary to comply with lobbyist registration requirements under Florida law that may arise as a result of our representation of Monroe County School District during the term of this contract or after its termination should reporting periods overlap.

Please be aware that Florida has a lobbying fee disclosure law that requires quarterly disclosure of fees. It should also be noted that The Southern Group has affiliated offices in other states and within the state of Florida. The Southern Group has a policy of declining representation of clients when that representation would immediately create a direct conflict with other clients that The Southern Group currently represents. You have retained The Southern Group for representation in Florida, and we know of no conflicts with our current clients. In order to ensure the candor and trust in our relationship that forms the basis of effective representation, it is the policy of The Southern Group to keep confidential within each office all information about your business interests and strategies.

I believe the above reflects our understanding. If it does, please sign this agreement and return with the completed client information, which is enclosed. I appreciate your attention to this matter and look forward to working with you. Please never hesitate to contact me if we can assist Monroe County School District in any way.

Sincerely,



Kate DeLoach

Enclosures


For Monroe County School District

1/27/2022
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/3/2023

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

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

PRODUCER Fletcher & Company 1211 North 3rd Street Jacksonville Beach, FL 32250	CONTACT NAME: Amanda Brewer PHONE (A/C, No, Ext): (904) 694-0317 FAX (A/C, No): E-MAIL ADDRESS: abrewer@fletcherandcompanyfl.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Southern-Owners Insurance Company INSURER B : Travelers Casualty and Surety Company INSURER C : Bridgeway Insurance Company INSURER D : INSURER E : INSURER F :


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		78131095	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			78131095	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 10,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4440409700	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Prods & Comp Op \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-1R064791-23-42-G	7/15/2023	7/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	ERRORS & OMISSIONS			7GA7PL000091602	3/5/2023	3/5/2024	PER AGGREGATE 1,000,000
C	ERRORS & OMISSIONS			7GA7PL000091602	3/5/2023	3/5/2024	PER CLAIM 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is listed as Additional Insured as respects the General Liability when required by written contract.

CERTIFICATE HOLDER CANCELLATION

School Board of Monroe County, Florida 241 Trumbo Road Key West, FL 33040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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