

**AGREEMENT FOR PROFESSIONAL LOBBYING SERVICES  
[The Southern Group of Florida, Inc.]**

This Agreement for Professional Lobbying Services (“Agreement”) is made and entered into as of the 22 day of November, 2022 (“Effective Date”) between The Southern Group of Florida, Inc., a Florida Profit Corporation (“Consultant”) and Clay County, a political subdivision of the State of Florida (the “County”).

**RECITALS**

**WHEREAS**, the County issued a Request for Proposals, RFP 21/22-69 (“RFP”) to solicit and engage a firm to provide State Lobbyist Services; and

**WHEREAS**, the Consultant responded to the RFP with a proposal to offer the requested services (“Consultant’s Response”); and

**WHEREAS**, the County evaluated and ranked the Consultant’s Response, and the County awarded the RFP to the Consultant on October 25, 2022 based on the evaluation, ranking, and presentations; and

**WHEREAS**, established in 1999, the Consultant has a diverse team across the state of Florida with experience in providing professional lobbying services; and

**WHEREAS**, the parties hereby acknowledge and expressly agree that the terms and conditions of the RFP and the Consultant’s Response apply to this Agreement and are incorporated herein by reference; and

**WHEREAS**, the Consultant desires to provide the requested services in accordance with the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

**SECTION 1. LOBBYING SERVICES**

- 1.1. The above recitals are true and correct and are incorporated herein by reference.
- 1.2. For purposes of this Agreement, the County Representative will be Howard Wanamaker, County Manager, and the Project Manager will be Charlie Latham, Assistant County Manager or designee.

1.3. The Consultant shall provide professional lobbying services to the County, which shall include but not be limited to, providing pre-session, session, and post-session Services; meeting with County staff and elected officials to assist in the development of the County's annual list of goals, priorities, and specific projects in need of funding; identifying which of these can be addressed at the State level; assisting with preparation of written material for State Legislators and Executive Staff; and providing other services considered usual and customary for political consultants as may be required.

1.4. The scope of services to be performed by the Consultant are set forth in the RFP Scope of Services attached hereto as **Attachment A** and incorporated herein by reference and the Consultant's Approach and Innovation set forth in the Consultant's Response attached hereto as **Attachment B** and incorporated herein by reference (the "Services").

1.5. In providing the Services, the Consultant shall:

- a. Work with the Project Manager and County leadership to formulate an informed agenda with timelines and action items;
- b. Represent and assist the County with matters that will positively impact the County and its residents;
- c. Conduct business in a manner that reflects favorably at all times on the Services and the goodwill and reputation of the County;
- d. Avoid deceptive, misleading or unethical practices that are or might be detrimental to the County; and
- e. Not use any false, deceptive or misleading trade practices in the performance of the Services.

1.6. The Consultant shall meet with the Project Manager as arranged by the parties to review the Services, appropriation opportunities, and pre-session, session, and post-session concerns and priorities throughout the term of this Agreement.

1.7. The Consultant shall perform the Services using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws ("Standard of Care").

1.8. In entering into this Agreement, the Consultant represents that it now has or will secure all personnel required to perform all Services under this Agreement. The Consultant shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services pursuant to the requirements of this Agreement. The Consultant shall ensure that the personnel assigned to perform the Services shall comply with the terms of this Agreement. Consultant shall ensure that all personnel assigned to perform the Services are fully qualified and capable to perform their assigned tasks. The Consultant shall submit in writing to the Project Manager the names of key personnel proposed for assignment to the Services.

1.9. The Consultant acknowledges that it is bound by and shall comply with and require its subconsultants to comply with all federal, state, and local laws, statutes, regulations, and Executive orders applicable to the Services performed under this Agreement. Any express reference in this

Agreement to a particular law, statute, rule, or regulation in no way implies that no other law, statute, rule, or regulation applies. Any violation of these laws, statutes, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Consultant as outlined herein. The Consultant further acknowledges that anyone representing the County's interests shall be registered as a lobbyist in the State of Florida and shall comply with any lobbyist registration and reporting requirements in accordance with state law and as may be issued by the Legislative, Executive or Judicial branches of the State government.

1.10. The County may conduct performance evaluations at any time during performance of the Services to ensure compliance with the Agreement. One or more evaluations may be conducted solely at the discretion of the County.

## **SECTION 2. ADDITIONAL SERVICES AND FEES**

2.1. If the County identifies or the Consultant recommends any additional services or phases to be provided by the Consultant that are not covered under the Agreement but are beneficial to the County, such additional services, including scope, timing, and fees of any additional services must be mutually agreeable between the County and the Consultant and authorized in writing by the County.

## **SECTION 3. TERM AND TIMELY PERFORMANCE**

3.1. The parties hereto mutually understand and agree that time is of the essence in the performance and completion of the Services. The Consultant agrees to timely perform all Services as provided for in this Agreement.

3.2. The term shall begin on the Effective Date shall remain in effect for a period of three years from the Effective Date, unless otherwise terminated as provided herein. The Agreement may be renewed for two additional one year periods only upon subsequent written agreement of the parties.

## **SECTION 4. PAYMENT FOR SERVICES**

4.1. The payment for Services by the County to the Consultant shall be based on Invoices submitted to the County no more than once per month for Services rendered in the monthly retainer amount of \$6,000.00. This monthly retainer amount includes the Services performed by the Consultant and any subconsultants and all other expenses associated with the Consultant's performance of the Services, including, but not limited to, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, and any out-of-pocket costs or expenses associated with the Services.

4.2. As used in this Section, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Consultant under the Agreement; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller's office ("Paying Agent")

by Email at [invoices@clayclerk.com](mailto:invoices@clayclerk.com) or U.S. Mail at Clay County BOCC PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the Project Manager. All payments will be governed by the Local Government Prompt Payment Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.

4.3. The Consultant shall submit an Invoice to the Paying Agent no more than once per month. Invoices shall be signed by the Consultant and must include the following information and items:

- 1) The Consultant's name, address and phone number, including payment remittance address.
- 2) The Invoice number and date.
- 3) Reference to the Agreement by its title and number as designated by the County and Purchase Order number (if applicable).
- 4) The total amount of payment requested based upon the monthly retainer amount and Services performed.
- 5) Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits).
- 6) The Consultant must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

4.4. Upon receipt of an Invoice submitted under this Section, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Services as delivered, performed or to be performed to determine whether the Services are as represented in the Invoice and are as required by this Agreement. If the Paying Agent and/or Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice have not been properly delivered, performed or to be performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Consultant that the Invoice is improper and indicate what corrective action on the part of the Consultant is needed to make the Invoice proper.

4.5. By the submittal of an Invoice hereunder, the Consultant shall have been deemed to have warranted to the County that all Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Consultant or any other person or entity for failure to make payment.

4.6. The parties will attempt to settle any payment dispute arising under this Section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary.

4.7. Prior to submitting an Invoice, the Consultant shall certify that all subconsultants having any interest or performing any of the Services in relation to the Services have received their pro rata share of previous periodic payments to the Consultant for all Services completed. This certification shall be in the form designated by the County.

**SECTION 5. CHANGE ORDERS**

5.1. Change Orders shall only be used when necessary to clarify the Services; to provide for a change in the Services; to provide for an adjustment to the fees for Services; to provide for a time extension; to settle contract claims; and to provide for unforeseen circumstances. Prior to requesting approval of a Change Order, the Consultant shall review the costs of any proposals and negotiate in good faith with any affected subconsultants in order to advise the County of the validity and reasonableness of such Change Order request. No work or services covered by a Change Order shall be performed before the County approves the Change Order. The Change Order shall set forth the prices or amount to be agreed upon and/or the amount of time to be granted for an extension and any other pertinent information. No payment shall be made on a Change Order request prior to the County's executed approval of the Change Order. In addition, the County shall make no payment for any unauthorized work or services. If authorization is not previously given, the Consultant hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim.

5.2. Change Order requests must set forth the basis for the change or requested adjustment supported by sufficient substantiating data to permit evaluation by the County. Additionally, if a Change Order requests a time extension, the Change Order must set forth the circumstances justifying a time extension supported by sufficient substantiating data to permit evaluation by the County. Change Orders shall not be used for time extensions requested by the Consultant under circumstances or conditions attributable solely to the Consultant.

**SECTION 6. INSURANCE**

6.1. The Consultant shall maintain throughout the term of this Agreement and during any extension or renewal term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

Insurance Type	Limits
Commercial General Liability (including premises operations, and contractual liability)	\$1,000,000 General Aggregate \$1,000,000 Products/Comp.Ops.Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Damage to Rented Premises \$ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	\$1,000,000 Combined Single Limit with bodily injury/property damage, with minimum limits for all additional coverages

Workers Compensation	Statutory limits
Employers Liability	\$100,000 Each Accident
	\$500,000 Disease Policy
	\$100,000 Disease-Each Employee
Professional Liability	\$1,000,000 (with continuous coverage in place for 3 years after the Agreement ends)

6.2. Providing and maintaining adequate insurance coverage is a material obligation of the Consultant. Prior to commencement of the Services, the Consultant must deliver certificates of insurance for the required insurance coverage to the County's Purchasing Department. The certificates of insurance for the required coverages, other than workers compensation, employers liability, and professional liability, shall add **"Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its employees, boards and commissions, as their interests may appear"** as **"Additional Insured."** The Consultant must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. Consultant shall provide thirty (30) day prior written notification to the County's Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Consultant shall immediately suspend its operations until replacement insurance is obtained and verified.

**SECTION 7. INDEMNIFICATION; SOVEREIGN IMMUNITY**

7.1. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the County, including its officers and directors from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of the Agreement.

7.2. The County does not agree to and shall not indemnify the Consultant or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

7.3. No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act.

7.4. The provisions in this Section shall survive the termination or expiration of this Agreement.

## **SECTION 8. CONFLICT OF INTEREST**

8.1. As used herein “conflict of interest” refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting Consultant’s professional judgment in performing and completing Services for the benefit of the County. The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

8.2. The Consultant is expected to safeguard its ability to make objective, fair, and impartial decisions when performing the Services for the County. The Consultant must avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Consultant’s professional judgement when performing the Services. The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light.

8.3. By entry into this Agreement, the Consultant hereby certifies that as of the Effective Date of this Agreement, it has no apparent or actual conflicts of interest due to any other clients, contracts, or property interests. Throughout the term of this Agreement, the Consultant understands and agrees that it must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Consultant’s duties and obligations to the County provided under this Agreement.

8.4. Should an apparent or actual conflict of interest arise during the term of this Agreement, the Consultant shall immediately notify the Project Manager and describe in detail the conflict of interest. If the County becomes aware of an apparent or actual conflict of interest, the County shall provide notice to the Consultant.

8.5. If an apparent or actual conflict of interest arises, it is expressly understood that any such conflict of interest may result in a reduction in the Consultant’s monthly retainer amount as set forth herein and/or termination of the Agreement as provided in Section 9. First, the parties shall address the apparent or actual conflict of interest to determine if such conflict of interest can be cured by the Consultant. If the apparent or actual conflict of interest is unable to be cured, the Consultant agrees that its monthly retainer amount may be reduced in lieu of termination at the County’s discretion. Any reduction to the monthly retainer amount shall be negotiated between the Consultant and the County Representative and/or Project Manager. The parties shall have 15 days to negotiate any such reduction. If the parties are unable to negotiate a reduced amount, the County reserves the right to terminate the Agreement in accordance with Section 9. This reduction of the monthly retainer amount may be made without the County declaring the Consultant in default and asserting a default claim. If the Consultant and the County disagree on whether a particular situation is a conflict of interest, the opinion of the County shall control. Such opinion may be obtained from the County Representative and/or Project Manager on behalf of the County.

## **SECTION 9.           DEFAULT AND TERMINATION**

9.1.    Default. If the Consultant fails to satisfactorily perform any provision of this Agreement, fails to perform on time, provides false or inaccurate information, fails to disclose a conflict of interest or if a conflict of interest is declared, fails to comply with the terms, conditions, and obligations of this Agreement, fails to comply with applicable rules, laws and regulations; or whenever the Consultant ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Consultant to be in default and may assert a default claim by giving the Consultant a written Notice of Default. Except for a default by the Consultant for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Consultant shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Consultant will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the County does not approve the cure plan, then the County may terminate this Agreement for cause.

9.2.    Termination for Cause. Upon the failure or inability of the Consultant to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the County Representative and/or Project Manager to the Consultant. In the event the County terminates the Agreement, in whole or in part, because of default by Consultant, the County may procure goods and/or services similar to those terminated, and the Consultant shall be liable for any excess costs incurred due to this action. If it is determined that the Consultant was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Consultant), the rights and obligations of the parties shall be those as provided in the Section for Termination for Convenience.

9.3.    Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative and/or Project Manager shall give thirty (30) days prior written Notice of Termination to the Consultant, specifying when the termination is to become effective. In the event of any such termination, the Consultant shall be paid by the County for all Services actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of termination, the Consultant shall be paid only for such Services as are specifically authorized in writing by the County.

9.4.    Unless directed differently in the Notice of Termination, the Consultant, shall incur no further obligations in connection with the terminated services, and shall stop Services to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or subconsultant agreements related to the terminated services and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Consultant must also deliver to the County all documents, including, but not limited to, plans, studies, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by



the Consultant and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

9.5. Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Consultant of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed.

**SECTION 10. SUBCONSULTANTS**

10.1. Utilization of any subconsultant(s) in connection with this Agreement may be obtained for reasonable cause, as judged by the County, and requires PRIOR WRITTEN CONSENT from the County. Such written consent may be obtained from the Project Manager on behalf of the County.

10.2. Any subconsultant utilized by the Consultant shall be supervised and compensated by the Consultant. The Consultant shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of Services of its subconsultants and of persons directly or indirectly employed by them.

10.3. The Consultant shall cause appropriate provisions under this Agreement to be inserted in all subconsultant agreements relative to the Services giving the Consultant the same powers that the County may exercise over the Consultant under any provision of this Agreement.

10.4. Nothing in the Agreement shall be construed as providing any subconsultant with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

**SECTION 11. NOTICE**

11.1. All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Consultant:

The Southern Group of Florida, Inc.  
P.O. Box 10570  
Tallahassee, FL 32302  
Attention: Paul Bradshaw  
Copy to: Mercer Fearington  
and Accounting Department

If to County:

Clay County  
P.O. Box 1366  
477 Houston Street  
Green Cove Springs, FL 32043  
Attention: Howard Wanamaker, County  
Manager  
Copy to: Charlie Latham

In the event that different addresses or representatives are designated by either party after execution of this Agreement, notice of the name, title, and address of the respective party will be provided to the other party.

**SECTION 12.           AUDIT OF CONSULTANT’S RECORDS**

12.1. All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County and its authorized representatives. The Consultant and any of its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the performance of the Services, and the Consultant must make the records available upon request.

12.2. All records connected with this Agreement must be retained for a period of at least five (5) years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

12.3. Failure of the Consultant or any of its subconsultants to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subcontractor at the option of the County.

12.4. The Consultant must require that each of its subconsultants will provide access to the subconsultant’s records pertaining to the Services upon request by the County.

**SECTION 13.           SCRUTINIZED COMPANIES CERTIFICATION**

13.1. In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Consultant is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Consultant is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

**SECTION 14.           PUBLIC RECORDS**

14.1. The Consultant acknowledges the County’s obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Consultant acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any

contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Consultant covenants to comply with the Public Records Laws, and in particular to:

- a. Keep and maintain public records required by the County to perform the Services required under the Agreement;
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the County; and,
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the Services. If the Consultant transfers all public records to the County upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

14.2. The Consultant's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Consultant.

14.3. The Consultant acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Consultant, require as follows:

- a. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
- b. If the Consultant does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
- c. If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC**

**RECORDS AT (904) 278-4754, [publicrecords@claycountygov.com](mailto:publicrecords@claycountygov.com), POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.**

**SECTION 15. TAXES**

15.1. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

**SECTION 16. APPROPRIATED FUNDS**

16.1. The Consultant acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

**SECTION 17. SUSPENSION AND DEBARMENT**

17.1. By execution of this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

**SECTION 18. PUBLIC ENTITIES CRIMES/CONVICTED VENDOR LIST**

18.1. 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 reply 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, proposals, or replies on leases of real property to a 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

18.2. By signing this Agreement, the Consultant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

18.3. In addition to the foregoing, the Consultant further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Consultant has been placed on the convicted vendor list.

18.4. The Consultant will promptly notify the County if it or any subconsultant of the Consultant is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

**SECTION 19. NON-DISCRIMINATION**

19.1. The Consultant agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

19.2. The Consultant represents that it has adopted and shall maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations, throughout the term of this Agreement.

**SECTION 20. NO ASSIGNMENT**

20.1. The Consultant shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Consultant without such prior written consent shall be null and void. If the Consultant attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein.

**SECTION 21. NO THIRD-PARTY BENEFICIARIES**

21.1. Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement or such documents against either party to this Agreement.

**SECTION 22. AMENDMENT OR MODIFICATION OF AGREEMENT**

22.1. The Agreement may only be modified or amended upon mutual written agreement of the County and the Consultant. No oral agreements or representation shall be valid or binding upon either party. Terms or conditions included in an Invoice or similar document that are inconsistent with the Agreement are not valid and shall not constitute a modification of the Agreement.

**SECTION 23. FURTHER ASSURANCES**

23.1. Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement. The Consultant further agrees to execute such documents as the County may reasonably require.

**SECTION 24. REMEDIES**

24.1. The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

**SECTION 25. GOVERNING LAW AND VENUE**

25.1. The terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

**SECTION 26. ATTORNEYS' FEES**

26.1. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

**SECTION 27. INDEPENDENT CONTRACTOR**

27.1. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Consultant is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

**SECTION 28. WAIVER**

28.1. No waiver by the County of any breach of any provision of this Agreement by the Consultant shall constitute a waiver of any other breach of either the same provision or of any other provision by the Consultant. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

**SECTION 29. SEVERABILITY**

29.1. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the

remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

**SECTION 30. HEADINGS**

30.1. The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

**SECTION 31. COUNTERPARTS**

31.1. The Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

**SECTION 32. ENTIRE AGREEMENT**

32.1. This Agreement represents the entire agreement between the parties for the provision of the Services. No understanding, statement, representation, writing, agreement, course of conduct or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Agreement shall be valid.

**SECTION 33. AUTHORITY**

33.1. The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

**THE SOUTHERN GROUP OF FLORIDA, INC.**

By: *mercer fearington*  
mercer fearington (Nov 29, 2022 09:26 EST)

Print Name: mercer fearington

Print Title: Partner

**CLAY COUNTY, a political subdivision of the State of Florida**

By: *Betsy Condon*

Name: Betsy Condon

Title: Chairman

ATTEST:

*Tara S. Green*  
Tara S. Green  
Clay County Clerk of Court and Comptroller  
Ex Officio Clerk to the Board

F:\Contract\Lobbying\Lobbying Services - Southern Group.docx



**ATTACHMENT A**  
**RFP SCOPE OF SERVICES**

## **RFP NO. 21/22-69, PROFESSIONAL LOBBYING SERVICES**

### **PURPOSE**

The Clay County Purchasing Department on behalf of the Board of County Commissioners (BCC) is soliciting proposals and statements of qualifications for State Lobbyist Services. The purpose of soliciting such services is to ultimately establish a contract with a Firm capable of providing such services.

### **SCOPE OF SERVICES**

The selected Firm will be required to meet periodically with County staff and elected officials to assist in the development of the County's annual list of goals, priorities, and specific projects in need of funding. Identify which of these can be addressed at the State level and assist developing written material for State Legislators and Executive Staff. Occasional assistance with Federal Officials may also be required. Other services considered usual and customary for political consultants may be required.

### **ADDITIONAL SERVICES INCLUDE, BUT ARE NOT LIMITED TO:**

1. **Pre-Session:**
  - a. Meet with Elected Officials to present them with current issues of concern and appropriation opportunities.
  - b. Prepare a suggested summary of issues (or "Plan of Action") for approval by the BCC.
  - c. Assist County Staff with the annual "palm card" which will identify the top 3 to 5 priority issues for the County.
  - d. With County assistance, complete all paperwork required for appropriation requests for applicable Legislators.
  - e. Review proposed legislation as filed and alert the County to any bills that may have an impact on the County. Then determine what action, if any, will be taken.
  - f. Coordinate proposed Bills and/or Amendments when applicable for BCC approval and submit them to the appropriate Bill sponsor.
  - g. Identify potential funding opportunities for the County's services, projects, and programs
  - h. Establish the top five priorities for the County (Bills or Appropriations).
  
2. **During Session:**
  - a. Each Thursday during session, prepare a written update on the top five priorities. Include any significant changes or updates on other important issues.

- b. If Staff or BCC Chairmen is recommended to meet with or testify before any committees, Bill sponsor or interested Legislator, notify the Staff Legislative Coordinator immediately.
- c. Meet with State Legislators on issues of interest or concern to the County.
- d. Schedule meetings in person or virtually for County officials with the Governor and his staff and state legislators and their staffs, Florida Association of Counties, and other state agencies and key stakeholders during visits to Tallahassee, including facilitating meetings during conferences to which County officials may attend.
- e. Secure meetings with members of the Legislature and Candidates for the Legislature throughout the State during the year to present the Counties position on issues.
- f. Proactively address legislation, topics, or issues that unfold during the legislative session by raising, discussing, and recommending any affirmative legislative action that may benefit the County, and identify any potential or actual legislative or agency action that may impact the County.
- g. Regularly communicate with the County Administration Staff to assess legislative options, analyze legislation, and discuss policy objectives, including review and input into the County’s legislative policy platform, and provide a report at least weekly during the legislative session.
- h. In carrying out these services, the Consultant will assist the County with representation, information gathering, information dissemination, strategic advice, and support services.
- i. Draft letters, position statements, legislative language, and talking points on legislation as necessary.
- j. Provide guidance and support to the County in its development of responses to legislation, including reviewing written material and providing suggestions and distributing any documents prepared by the County to the required parties.
- k. Be available in a timely manner to provide consultation and advice.
- l. Assist the County in the scheduling and planning of the County’s annual “Clay Day” event at the capitol.

**3. Post – Session:**

- a. Final written summary of wins and losses for Clay County.
- b. Prepare Summary and PowerPoint presentation for Clay County Board of County Commissioners.

**4. Preferred Consultant Qualifications and Experience:**

Clay County seeks an individual or firm that exhibits the following:

- a. Competent and professional staff and project team with more than 5 years of experience performing the work outlined in the Scope of Work for Local Governments.
- b. Knowledge of the state budget process and identifying grant opportunities for the County.
- c. Effective and strategic relationships with the Governor and staff, legislators and staff, and Florida Association of Counties and staff.
- d. Strong communication skills, attention to detail, and follow through.
- e. Understanding of and ability to perform the activities listed in the Scope of Work.

### **TERM**

The term of the contract shall remain in effect for a period of three (3) years from the date of award by the Board of County Commissioners, with the County reserving the right and option to extend the contract for an additional two (2) periods of twelve months each, if such is agreeable with the successful vendor(s).

### **PAYMENT**

Firm may request payment no more than once monthly.

All payments will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.

### **ADDITIONAL SERVICES**

If the County and/or Firm identifies any additional services to be provided by Firm that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Firm.

### **PERFORMANCE ELVALUATION**

A work performance evaluation will be conducted periodically to ensure compliance with the contract.

**ATTACHMENT B  
CONSULTANT'S  
APPROACH AND  
INNOVATION**

An aerial, grayscale photograph of a city. In the foreground, a large, white, multi-story building with a flat roof is visible. To the left, a tall, dark skyscraper with a grid-like facade rises. The background shows a dense urban landscape with various buildings and trees under a hazy sky.

# Tab D: Approach and Innovation



# APPROACH AND INNOVATION

## EVERY SUCCESSFUL LOBBYING CAMPAIGN STARTS WITH A PLAN

Given The Southern Group's long-standing reputation as the top lobbying firm in every market, our record of success and the unique skill sets of our lobbyists, the services we provide are second to none. The Southern Group has a stellar track record of winning for its clients, be it related to licensure, procurement, land use, rule-making, policy or funding-related we will bring our time-tested strategies and methods to bear on behalf of our clients.

The Southern Group will work with the County leadership to formulate an informed, realistic agenda with timelines and action items. While this proposal outlines an immediate strategy for the upcoming legislative session, The Southern Group is prepared to work with the Board of County Commissioners and County staff to develop a successful, multi-year advocacy plan for Clay County.

We are successful because of the broad themes that characterize how we approach projects:

***communication, teamwork, and an objective measure for success.***

- We evaluate our relationships with key policymakers and staff, maintaining an internal **relationship matrix** of an ever-changing cast of state leaders and staff.
- We hold weekly (and sometimes daily) **internal strategy discussions** during and outside of Legislative Session with our entire team of lobbyists to review client issues.
- We utilize our **project management dashboard** to keep track of tasks and goals across the team.
- We proactively communicate with clients, **providing verbal and written reports**.
- We consistently talk about our clients and their needs. We have developed a process for our team to rapidly communicate so that we can **move information quickly** for the benefit of our clients.

The upcoming 60-day Legislative Session will begin on March 7, 2023. Interim-Committee weeks prior to March have not yet been announced, but are expected to take place after the New Year.

**September - December:** State agencies present their Long-Range Program Plan that outlines five years of priority programs, budget needs and agency implementation goals by September 30th. By October 15th, the Program Plans help shape agency Legislative Budget Requests (LBRs), which provide breakdowns of how much money agencies require for personnel and other needs.

- Continue to develop 2023 Session strategy.
- Meet with officials within relevant state agencies and legislative committee staff.
- Make introductions and/or strengthen relationships between the County and the Governor's office leadership team.
- Recruit legislative policy and/or budget champions.
- Organization Session will take place in Tallahassee on November 22nd.

**January/February:** The Governor uses the LBRs to make his budget recommendations for each state agency. His proposed budget must be presented 30 days before the beginning of legislative session.

- Interim Committee Weeks will take place.
- Monitor bill drafts and filings.
- Finalize bill sponsors and complete necessary appropriations project request forms.

**March - May:** The 60-day Legislative Session will kick off on March 7th. During session, we will continue navigating the budget and bill processes in both chambers, ensuring bills are heard in their respective committee stops. During the closing weeks of session, budget conference will take place where each chamber negotiates their budget priorities.

**May - July:** The Governor will be sent the FY 2023-2024 budget in the early Summer. Your Southern Group team will continue to work with the Governor's office and legislative champions to ensure funding projects and/or legislation is not vetoed.

## **RELATIONSHIPS ARE KEY**

Relationship building and advocacy are The Southern Group's core competency. We regularly analyze our relationships with public officials and are continually building and improving those relationships with the ever-changing cast of state leaders and officials who create and implement public policy.

**Strong relationships with key decision-makers from all over the state are paramount to an effective lobbying operation.**

The political environment moves at a rapid pace and drastically changes as leadership roles evolve. Immediately upon engagement we will begin cultivating champions among the current class of legislative and executive policy leaders, as well as building for the future, setting up long-term relationships with the up-and-coming leaders. This will be something your Southern Group lobbying team will evaluate on a regular basis to make sure we are positioning each client in the most successful way possible.

**Legislative Branch:** Quickly establishing the County's legislative agenda and implementing a sharp focus on key relationship-building will be the top priorities in the legislative branch strategy. The team assembled to represent the County have great working and personal relationships with the County's Legislative Delegation: Senator Jennifer Bradley, Rep. Sam Garrison and Rep. Bobby Payne – their support is critical to implementing the County's legislative agenda in Tallahassee. Utilizing The Southern Group's existing relationships throughout the legislature, we will quickly focus on building relationships with incoming members of leadership, and key decision makers in the local government policy realm.



Key introductions throughout legislative leadership will be critical to Clay County's short term wins and long-term success.

**Executive Branch:** Concurrent with our efforts to build legislative relationships, The Southern Group is equally equipped to enhance the County's relationships within the executive branch. Our team is able to make introductions amongst agency leaders, including but not limited to their grant management and program administrative teams. Some of the key targets could include:

- Chris Spencer, Director of Governor's Office of Policy and Budget
- Stephanie Kopelousos, Governor's Legislative Affairs Director
- Shawn Hamilton, Secretary of Department of Environmental Protection and key leadership team
- Dane Eagle, Secretary of the Department of Economic Opportunity and key leadership team
- Kevin Guthrie, Director of the Division of Emergency Management and senior staff
- Jared Perdue, Secretary of Department of Transportation and key leadership team

**Local Government:** Maintaining relationships with our advocacy partners is also key to the County's success. Our lobbyists are deeply involved with the Florida Association of Counties, the Florida City and County Manager Association, Florida Association of Intergovernmental Relations, Florida League of Cities, and other local government stakeholder groups, which we work closely with as priorities align. Our 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 to build potential partnerships.

## **CLAY DAY LOGISTICS**

Karis Lockhart will serve as the County's main point of contact as it relates to Clay Day preparations and day-of coordination. While the County's entire lobbying team will participate in a successful Clay Day, Karis will be dedicated to coordinating Clay Day's activities. Our team's abilities include, but are not limited to: scheduling meetings between Clay Day attendees and leaders within the legislative and executive branch, developing and disseminating briefing materials for meeting attendees, reserving meeting space(s) in the Capitol Complex for vendors, assisting with meal and transportation logistics.

In addition to Clay Day support, the County will have year-round access to our buildings for meetings and appointments. The Southern Group's 11,000 square foot Tallahassee office is conveniently located a block from the capitol grounds and other major state government buildings. We routinely host large meetings for our clients and their guests, coordinating receptions in our office for clients to engage with legislators and other decision makers.

## **MONITORING AND REPORTING SERVICES**

The Southern Group strives to keep our clients engaged and informed throughout the year. Our daily newsletter, *What's Trending Florida*, offers a high-level, insider's point-of-view of what is happening at all levels of government. Throughout the interim committee weeks and legislative session our team will provide bill and committee reports relative to the County's areas of interests, ranging from local government to environment and transportation policy changes. These reports are sent regularly, typically on Fridays during committee weeks and legislative session. They contain a calendar of the events of interest for our client in the upcoming week, hyperlinks to committee reports generated by The Southern Group's policy and research team, and a bill tracking report for each piece of legislation we are tracking for clients. An example of our Local Government Industry Report and a committee report can be found on pages 31-34 and 35-38, respectively.

Upon the conclusion of Legislative Session, our team takes a deep dive into the budget and provides budget summaries by silos for our clients to better understand the funding resources available in the upcoming year(s). An example of the FY 2022-23 transportation, tourism and economic development budget summary be found on pages 39-43. Our team is also available for in-person briefings after session, providing the County Administration and Board of County Commissioners a summary of the County's legislative agenda.

When the legislature is not in Session, our team hosts webinars for our clients to stay engaged in policy discussions and further build relationships with decision makers. Our clients have participated in webinars focused on transportation, infrastructure and resiliency issues, technology, a pre-session discussion with leaders in the process, and a legislative wrap up on the recent school safety bill.







# 2022-2023-46 Lobbying Services - The Southern Group

Final Audit Report

2022-11-29

Created:	2022-11-23
By:	Lisa Osha (Lisa.Osha@claycountygov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAg-xfxTI0O_6fXud0uhGO_WnfJbq1x3ml

## "2022-2023-46 Lobbying Services - The Southern Group" History

-  Document created by Lisa Osha (Lisa.Osha@claycountygov.com)  
2022-11-23 - 6:02:13 PM GMT
-  Document emailed to fearington@thesoutherngroup.com for signature  
2022-11-23 - 6:06:00 PM GMT
-  Email viewed by fearington@thesoutherngroup.com  
2022-11-23 - 6:09:09 PM GMT
-  Signer fearington@thesoutherngroup.com entered name at signing as mercer fearington  
2022-11-29 - 2:26:42 PM GMT
-  Document e-signed by mercer fearington (fearington@thesoutherngroup.com)  
Signature Date: 2022-11-29 - 2:26:44 PM GMT - Time Source: server
-  Agreement completed.  
2022-11-29 - 2:26:44 PM GMT