

**ST. PETERSBURG CITY COUNCIL**  
**Consent Agenda**  
**Meeting of July 21, 2022**

**To: The Honorable Council Gina Driscoll, Chair, and Members of City Council**

**Subject:** Approving a transfer in the amount of \$12,000 from the balance of the General Fund Contingency (0001), to the Mayor's Office Department, Mayor's Office Division (020-1005) to provide funding for a one-year agreement with The Southern Group of Florida, Inc. for Consulting, State Governmental Relations Services; and approving an effective date.

**Explanation:** The Procurement and Supply Management Department received four proposals for Consulting, State Governmental Relations Services.

The four proposals were received from:

<b>#</b>	<b><u>Offerors</u></b>	<b><u>Monthly Fee</u></b>
1.	Capital City Consulting LLC	\$5,000
2.	Ronald L. Book P.A.	\$5,000
3.	Shumaker Advisors Florida LLC	\$5,000
4.	The Southern Group of Florida, Inc.	\$6,000

The proposals were evaluated by a cross-functional team from the Mayor's Office, City Administration, and the Budget Department. They include:

Stephanie Owens, Deputy Mayor  
Tom Greene, Assistant City Administrator  
Elizabeth Makofske, Director, Budget and Management  
Roxanne Fixsen, Special Projects Coordinator, Mayor's Office  
Doyle Walsh, Senior Advisor, Mayor's Office

The proposals were evaluated based on the following criteria:

- Overall experience of the firm – 25 points
- Principal consultants and key staff's qualifications and experience – 30 points
- Past performance on similar contracts – 25 points
- Cost or price – 20 points

The Southern Group of Florida, Inc. ("TSG") will provide all personnel, supervision, materials, facilities, and travel necessary to represent the City before the Florida Legislature, its committees, and Florida Executive agencies. The goal of such representation will be to secure legislation and funding for programs, preserve funding for programs and projects that have been identified by the City, assist the City in developing a comprehensive strategy to identify, apply and secure State grants and promote proposals, and other business before Florida's state agencies. Using its depth of experience and strategies TSG will identify and advocate for funding now available to cities through Bi-partisan infrastructure law that in part will flow through the State of Florida to be distributed to cities on a grant and formula basis.

The Procurement and Supply Management Department, in cooperation with the Mayor's Office,

have negotiated a one-year agreement with two (2) one year renewal options with the TSG at a contract amount not to exceed \$72,000 for the term August 1, 2022 through July 31, 2023.

**Cost/Funding/Assessment Information:** Funding for FY22 will be available after the approval of a transfer in the amount of \$12,000 from the balance of the General Fund Contingency (0001), to the Mayor's Office Department, Mayor's Office Division (020-1005). Following this transfer the remaining balance of the General Fund Contingency will be \$933,378. Funding for the future portion of the contract will be provided for in the future budgets subject to City Council approval.

**Attachments:** Technical Evaluation (3 pages)  
Agreement (12 pages)  
Resolution

**Technical Evaluation**  
**918-58 Consulting, State Governmental Relations Services**

**Summary Work Statement**

The City received four proposals for RFP No. 8341 Consulting, State Governmental Relations Services. The successful offeror shall provide all personnel, supervision, materials, facilities, and travel necessary to represent the City before the before the Florida Legislature, its committees, and Florida Executive agencies. The goal of such representation will be to secure legislation and funding for programs, preserve funding for programs and projects that have been identified by the City, as well as to promote grants, proposals, and other business before Florida's state agencies.

The following proposals were received from:

1. Capital City Consulting, L.L.C.
2. Ronald L. Book, P.A.
3. Shumaker Advisors Florida, LLC
4. The Southern Group of Florida, Inc.

**Evaluation Committee**

The evaluations of the proposals were conducted by a cross functional team of City personnel representing several departments. The evaluators were:

Stephanie Owens, Deputy Mayor  
Tom Greene, Assistant City Administrator  
Elizabeth Makofske, Director, Budget and Management  
Roxanne Fixsen, Special Projects Director, Mayor's Office  
Doyle Walsh, Senior Advisor, Mayor's Office

**Evaluation Criteria**

The proposals were evaluated based on the following criteria:

- Overall experience of firm – 25 points
- Principal consultants and key staff's qualifications and experience – 30 points
- Past performance on similar contracts – 25 points
- Cost or price – 20 points

**Offerors' Profiles**

Below is a profile of each offeror and a summary of the strengths and weaknesses of each offeror as reported after the initial, independent review.

**Capital City Consulting, L.L.C.** is headquartered in Tallahassee, Florida and was established in 2003. The firm has been providing this service for 19 years and employs 19 people. They are a full service government relations firm.

Strengths include: Very good bipartisan firm. Have established relationships which demonstrates their ability to help the City advance its legislative goals. The diverse staff includes a former secretary of the Florida Department of Transportation. The planning framework was good and logical. They have demonstrated success in the ability to secure funding. The proposal referenced

programs the City is interested in pursuing. Staff has more than two hundred years of collective experience. They focus on problem solving and creating opportunities. Successful track record of appropriations. Have a very large client base. Involved in fund raising for officials on both the democratic and republican side. Other local clients means they have familiarity with issues relevant to this area. Offered a detailed plan. Presented a detailed timeline.

Weaknesses include: Large client base raises questions regarding how significant the City would be to them with so many interests to promote. The proposal did not directly speak to the grant application process or the Infrastructure Investment and Jobs Act, a subject of great concern to the City. The designated team leader has been with the firm for about a year when more experienced members are desirable. While impressive, the resumes of many key staff members shows experience working within government, rather than extensive lobbying experience. The sample reports provided were not particularly helpful.

The proposal meets the City's requirements.

**Ronald L. Book, P.A.** is a law firm and professional association headquartered in Aventura, Florida. This firm was founded in 1987 specializes in government affairs. The firm has five employees.

Strengths include: Firm has a large client list. Experience of the team lead is extensive and very impressive. Solid history with funding efforts for affordable housing initiatives.

Weaknesses include: The staff consists of five full time employees which raises capacity issues should the City be added as a client. Although they represent the City of Pinellas Park, the proposal did not demonstrate local knowledge and engagement. The proposal did not address a timeline or what the City's legislative agenda should be. Not the right fit for the needs of the City.

The proposal meets the City's requirements.

**Shumaker Advisors Florida, LLC**, is a Tampa based limited liability company. The firm provides a full-service suite of governmental relations services. The firm has ten employees.

Strengths include: The firm highlighted diversity and equity. A large and prestigious firm. They have represented entities within the City. The team includes members who have worked together previously. The proposal was detailed.

Weaknesses include: Can the firm focus on the City's priorities given the number of other clients close to the City. The designed team members have been with the firm for approximately a year. They did pose objections to the agreement including limits on indemnification to the City. Most of the members have backgrounds as elected officials rather than as lobbyists.

The proposal meets the City's requirements.

**The Southern Group of Florida, Inc.**, is headquartered in Tallahassee. The firm was incorporated in 1999 and is a full-service lobbying firm with 40 employees.

Strengths include: The firm's efforts have helped secure over \$535,000,000 in appropriation funding the past legislative year. The sample reports presented were very impressive, concise, manageable, and easy to read. The firm emphasizes relationship building. An expansive, diverse firm with relationships at the State level. They will assist the City in crafting and submitting grant applications.

Weaknesses include: The proposed fee is slightly higher than the others, but competitive. They represent development clients who could come before the City and have potentially divergent interests from those of the City. They represent other local public agencies who may have interests which do not align with the City's. Portions of the proposal seemed to be work product from another proposal.

The proposal meets the City's requirements.

### **Deliberations**

The proposals were initially evaluated solely by the evaluation committee, based on the evaluation criteria established in the RFP. On June 1 and June 7, 2022, the evaluation committee deliberated and discussed the strengths and weaknesses of the four proposals. They were rated as follows:

<b>Rank</b>	<b>Firm</b>
1.	The Southern Group of Florida, Inc.
2.	Capital City Consulting, L.L.C.
3.	Shumaker Advisors Florida, LLC
4.	Ronald L. Book, P.A.

### **Recommendation for Award**

On June 7, 2022, the evaluation committee recommended The Southern Group of Florida, Inc. as the highest ranked offeror for Consulting, Federal Governmental Relations Services. The firm has met the requirements of RFP No. 8341 and the offer was determined to be the most advantageous to the City, taking into consideration their cost and the evaluation criteria set forth in the RFP.

The Southern Group of Florida, Inc. was selected for the following reasons:

- Impressive history of securing funding for their clients.
- Reporting capabilities are strong and informative.
- The emphasis on relationship building.

## **AGREEMENT**

**THIS AGREEMENT, (“Agreement”)** is made and entered into on this \_\_\_\_ day of June, 2022, by and between The Southern Group of Florida, Inc. (“Consultant”) and the City of St. Petersburg, Florida, (“City”) (collectively, “Parties”).

### **WITNESSETH:**

**NOW, THEREFORE,** in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Consultant Duties.** Consultant shall perform the scope of services set forth in Appendix A of this Agreement (“Scope of Services”) and provide the Deliverables (as hereinafter defined) for the City in full and complete accordance with this Agreement. Appendix A is attached to this Agreement and made a part hereof.
2. **Deliverables.** The deliverables set forth in Appendix A shall be delivered by Consultant to the City according to the schedule set forth therein. The schedule and the deliverables set forth therein shall be referred to collectively as “Deliverables.” Where not clearly specified in Appendix A, the format and level of detail for Deliverables shall be mutually agreed upon by the Parties. The City shall solely own all right, title and interest in and to the Deliverables provided pursuant to this Agreement.
3. **Agreement Components.**
  - A. The agreement components are this Agreement, the appendices to this Agreement, the attached CSP BPA FORM or CSP CPA FORM, as applicable (“BPA/CPA Form”), and the following documents, which are made a part hereof by reference (“Other Documents”):
    - (i) Request for Proposals No. 8341 dated May 4, 2022 (“Document 1”)
    - (ii) Consultant’s Proposal dated May 17, 2022 (“Document 2”)
  - B. In the event of an inconsistency or conflict between or among the documents referenced in this Agreement, the following order of precedence governs: (i) this Agreement, exclusive of its appendices, (ii) the appendices to this Agreement, (iii) the BPA/CPA Form, and (iv) the Other Documents. In the event of an inconsistency or conflict between or among the Other Documents, the order of precedence is the order the documents are listed above (e.g. Document 1 governs over Document 2).
4. **Term.** The initial Term of this Agreement commences on August 1, 2022 (“Effective Date”) and terminates on July 31, 2023, unless this Agreement is earlier terminated as provided for herein. The City reserves the right to extend this Agreement under the same

terms and conditions for two (2) one (1) year periods at the end of the initial Term, provided such extension is mutually agreed upon by both Parties in writing. References in this Agreement to “Term” shall include the initial Term and all renewal terms.

**5. Payment.**

- A. Provided Consultant faithfully performs its obligations contained in this Agreement, the City shall pay Consultant six thousand dollars (\$6,000) per month; provided, however, that the total amount paid to Consultant pursuant to this Agreement, which shall be inclusive of any out-of-pocket expenses (including but not limited to transportation, mileage, lodging, and meals) shall not exceed seventy-two thousand dollars (\$72,000) for the initial Term (“Maximum Annual Price”). Consultant shall invoice the City on a monthly basis for services rendered in the previous month, and the City shall pay such invoice within thirty (30) days after receipt. The Maximum Annual Price may be increased only in strict accordance with this Agreement.
- B. The Maximum Annual Price shall remain firm for the initial Term. If the Parties opt to renew this Agreement, any increase in the Maximum Annual Price will be made by mutual agreement between the Parties in writing, provided that Consultant notified the City thirty (30) days prior to expiration of the then-current Term of its intent to increase the Maximum Annual Price. Further, Consultant shall maintain competitive prices for the Term, and such prices must be comparable to those provided to other customers receiving similar services as the City.

**6. Indemnification.**

- A. Consultant shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, “Indemnified Parties”) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims”), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
  - (i) The performance of this Agreement (including any amendments thereto) by Consultant, its employees, agents, representatives, or subcontractors; or
  - (ii) The failure of Consultant, its employees, agents, representatives, or subcontractors to comply and conform with applicable Laws (as defined herein); or
  - (iii) Any negligent act or omission of Consultant, its employees, agents,

representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of Consultant, its employees, agents, representatives, or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties;

- (iv) Any reckless or intentional wrongful act or omission of Consultant, its employees, agents, representatives, or subcontractors; or
- (v) Consultant's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Consultant pursuant to this Agreement or otherwise obtained by Consultant, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

## **7. Insurance.**

A. Consultant shall obtain and maintain the following minimum types and amounts of insurance throughout the Term at its own expense:

- (i) Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy must include coverage for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability under this Agreement.
- (ii) Commercial automobile liability insurance of \$1,000,000 combined single limit covering all owned, hired and non-owned vehicles.
- (iii) Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least \$100,000 each accident, \$100,000 per employee, and \$500,000 for all diseases.
- (iv) Professional Liability Insurance with a minimum occurrence limit of \$1,000,000. The professional liability policies may be on a claims made or occurrence basis.

B. All of Consultant's insurance policies, except Workers' Compensation and Professional Liability Insurance, must name the Indemnified Parties as additional insureds.

C. All policies must provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction, or material change in coverage.



- D. Consultant shall provide the City with Certificates of Insurance on a standard ACORD form, or similar form acceptable to the City, reflecting all required coverage. At the City's request, Consultant shall provide copies of current policies with all applicable endorsements.
  - E. All insurance required must be on a primary and noncontributory basis and must be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then-current edition of AM Best's Rating Services, or similar rating agency acceptable to the City.
  - F. If the insurance carried by Consultant has broader coverage than required in this Agreement, then that broader coverage, including but not limited to additional insured requirements, are deemed to be the requirement in this Agreement. If Consultant's insurance limits are greater than the minimum limits set forth herein, then Consultant's insurance limits are deemed to be the required limits in this Agreement.
  - G. Consultant hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.
  - H. The City reserves the right to change or alter the above insurance requirements as it deems necessary.
8. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other must be in writing and will be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

**CITY:**

City of St. Petersburg  
Procurement and Supply Management Department  
P. O. Box 2842  
St. Petersburg, FL 33731  
Phone: 727-893-7221  
Attention: David E. Malone, CPSM  
Director, Procurement & Supply Management

**CONSULTANT:**

The Southern Group of Florida, Inc.  
P.O. Box 10570  
Tallahassee, FL 32302  
Attn: Laura Boehmer, Partner  
Phone: 727-686-0924

9. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination does not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
10. **Due Authority.** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
11. **Assignment.** Consultant shall make no assignment of this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph is void and confers no rights upon the assignee.
12. **Termination.**
  - A. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice to Consultant.
  - B. The City may terminate this Agreement upon written notice to Consultant in the event Consultant defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing Consultant with notice of default or an opportunity to cure, if the City determines that Consultant has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.
  - C. The City may terminate this Agreement as provided in Florida Statute section 287.135 and 448.095.
  - D. Termination of this Agreement acts as a termination of the BPA/CPA Form and the Other Documents.

13. **Governing Law and Venue.** The laws of the State of Florida govern this Agreement. Venue for any action brought in state court must be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court must be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg or Pinellas County, in which case the action must be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.
14. **Amendment.** This Agreement may be amended only in writing executed by the Parties.
15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.
16. **Compliance with Laws.** Consultant shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, “Laws”), including but not limited to Florida laws regarding public records. Consultant hereby makes all certifications required under Florida Statute section 287.135. Consultant shall also comply with all applicable City policies and procedures.
17. **Third Party Beneficiary.** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.
18. **No Liens.** Consultant shall not suffer any liens to be filed against any City property by reason of any work, labor, services, or materials performed at or furnished to City property, to Consultant, or to anyone using City property through or under Consultant. Nothing contained in this Agreement shall be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.
19. **No Construction against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by Consultant and its professional advisors. The City, Consultant and Consultant’s professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or Consultant or against the City or Consultant merely because of their efforts in preparing it.
20. **Use of Name.** Subject to the requirements of Florida laws regarding public records, neither party may use the other party’s name in conjunction with any endorsement, sponsorship, or advertisement without the written consent of the named party, except that Consultant may refer to the City in client list.
21. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement are limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been

budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City is not prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the City pursuant to this Agreement.

22. **City Consent and Action.**

- A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
- B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

23. **Captions.** Captions are for convenience only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

24. **Books and Records.** Consultant shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records with respect to this Agreement must be kept by Consultant and must be open to examination or audit by the City for the Term and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

25. **Acceptance.** The City shall accept Deliverables which conform to the requirements of this Agreement. The City shall notify the Consultant in writing of acceptance of each Deliverable. The City will give Consultant notification within thirty (30) calendar days of receipt of a Deliverable of any discovery by the City of non-conformance of the Deliverable with the requirements of this Agreement (“Non-Conformance”) and Consultant shall have a reasonable period of time based on the severity and complexity of the Non-Conformance to correct such Non-Conformance; provided, however, that in no event shall the period to correct the Non-Conformance exceed thirty (30) calendar days from the date the City provides notice of Non-Conformance to Consultant.

26. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, survive such expiration or earlier termination.

27. **Force Majeure.** In the event that either party hereto is delayed or hindered in or prevented from the performance required hereunder by reason of acts of God, failure of power, public health emergencies, strikes, lockouts, labor troubles, riots, war, insurrection, or other reason of like nature not the fault of the party (“Permitted Delay”), such party will be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay will be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.
28. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver may be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement will be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City’s consent respecting any action by Consultant does not constitute a waiver of the requirement for obtaining the City’s consent respecting any subsequent action.
29. **Permits and Licenses.** Consultant shall obtain any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Consultant’s performance of this Agreement. Upon request of the City, Consultant shall provide the City with written evidence of such permits, licenses, certifications, and approvals.
30. **Successors and Assigns.** This Agreement inures to the benefit of and is enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.
31. **Subcontract.** The hiring or use of outside services or subcontractors in connection with the performance of Consultant’s obligations under this Agreement is not permitted without the prior written approval of the City, which approval may be withheld by the City in its sole and absolute discretion. Consultant shall promptly pay all subcontractors and suppliers.
32. **Relationship of Parties.** Nothing contained herein may be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, may be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.
33. **City Data.** All data, documents and other City property shall remain the property of the City. Consultant agrees that such City property shall be used solely for the purpose of performing the Scope of Services and providing the Deliverables. Consultant shall be responsible for the safekeeping of such property and, if the City so requests, Consultant shall sign and deliver a written, itemized receipt therefore. Upon conclusion of the Scope

of Services all such property shall be returned to the City.

34. **Confidentiality.** Consultant will at all times (both during and after the Term of this Agreement) treat confidentially by not disclosing to unaffiliated persons information and documentation furnished by the City to Consultant except (i) incident to a subcontract or service contract entered into by the Consultant to assist it in performing the Scope of Services and providing the Deliverables hereunder; (ii) in connection with an audit or regulatory examination; (iii) as may otherwise be legally required (e.g., Chapter 119, Florida Statutes or court order); or (iv) as may otherwise be directed by the City.
35. **Contract Adjustments.**
- A. Either party may propose additions, deletions or modifications to the Scope of Services (“Contract Adjustments”) in whatever manner such party determines to be reasonably necessary for proper compliance with this Agreement. Proposals for Contract Adjustments must be submitted to the non-requesting party in the form agreed to by the Parties. Contract Adjustments must be effectuated through amendments to this Agreement made in accordance with this Agreement.
  - B. In the event Consultant proposes a Contract Adjustment and the City does not approve such Contract Adjustment, Consultant will continue to perform the original Scope of Services in accordance with the terms and conditions of this Agreement.
  - C. Notwithstanding anything to the contrary contained in this Agreement, there may be no increase in the Maximum Annual Price except pursuant to an amendment to this Agreement made in accordance with this Agreement.
36. **Warranties.** In addition to any other warranties that may exist, Consultant warrants to the City that it will provide the Scope of Services with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.
37. **Conflict.** Consultant shall first represent the City as its most favored client when lobbying with the Florida Legislature and the Executive Office of the Governor. Consultant shall decline representation of clients when that representation would create a conflict with the City or otherwise adversely impact the City (e.g., by lobbying on behalf of other clients for appropriations also being sought by the City). As of the Effective Date, Consultant represents it has no clients that create a conflict with or would otherwise adversely impact the City.
38. **Non-Exclusive Agreement.** This Agreement imposes no obligation on the City to utilize Consultant for all of the work and services of this type, which may be needed during the Term. This is not an exclusive agreement. The City specifically reserves the right to concurrently contract with other companies for similar work and services if it deems such action to be in the City’s best interest.

39. **Consultant Personnel.** The City reserves the right to require Consultant to replace any persons performing services pursuant to this Agreement, including but not limited to Consultant's employees and any affiliates' or subcontractors' employees, whom the City judges to be incompetent, careless, unsuitable, or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the City.
40. **Public Records.**
- A. Consultant shall (i) keep and maintain public records (as defined in Florida's Public Records law) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk's Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records law or other applicable Laws; (iii) ensure that public records in Consultant's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City's request, either transfer, at no cost, to the City all public records in Consultant's possession within ten (10) days following the City's request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If Consultant transfers all public records to the City upon the expiration or earlier termination of this Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon the expiration or earlier termination of this Agreement, Consultant shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City's request, Consultant shall provide all electronically stored public records to the City in a format approved by the City.
- B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, [CITY.CLERK@STPETE.ORG](mailto:CITY.CLERK@STPETE.ORG), OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.**
- C. Nothing contained herein shall be construed to affect or limit Consultant's obligations including but not limited to Consultant's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

41. **Execution of Agreement.** This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts collectively constitute a single original Agreement. Additionally, each party is authorized to sign this Agreement electronically using any method authorized by applicable law or City policy, including any of the following: (i) a typed name on an electronic document; (ii) an image of a physical signature sent via email, fax, or other electronic transmission method; (iii) clicking a button to indicate agreement or acceptance in an electronic signature system; or (iv) a handwritten signature that is digitally captured on a touch device such as a tablet or smartphone.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

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

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF ST. PETERSBURG, FLORIDA:**

**ATTEST**

(SEAL)

By: \_\_\_\_\_

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

\_\_\_\_\_  
City Clerk (Designee)

Approved as to Form and Content:

\_\_\_\_\_  
City Attorney (Designee) 00627522



**(Acknowledgment of Consultant)**

Under penalties of perjury, I declare that I am authorized by the Company to execute the foregoing Agreement.

By: \_\_\_\_\_

Print: \_\_\_\_\_

RESOLUTION NO. 2022-\_\_\_\_\_

A RESOLUTION APPROVING A TRANSFER IN THE AMOUNT OF \$12,000 FROM THE BALANCE OF THE GENERAL FUND CONTINGENCY (0001) TO THE MAYOR'S OFFICE DEPARTMENT, MAYOR'S OFFICE DIVISION (020-1005) TO PROVIDE FUNDING FOR THE AGREEMENT WITH THE SOUTHERN GROUP OF FLORIDA, INC. FOR STATE GOVERNMENTAL RELATIONS CONSULTING SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department issued RFP No. 8341 ("RFP") for consulting, state governmental relations services dated May 4, 2022; and

WHEREAS, the Procurement & Supply Management Department received four (4) proposals in response to the RFP; and

WHEREAS, a cross-functional team from the Mayor's Office, City Administration, and the Budget and Management Department evaluated the proposals based on the criteria set forth in the RFP and recommended The Southern Group of Florida, Inc. for state governmental relations consulting services; and

WHEREAS, Administration and The Southern Group of Florida, Inc. have negotiated a one-year agreement with two (2) one year renewal options for state governmental relations consulting services at a contract amount not to exceed \$72,000 for the initial term commencing August 1, 2022 and ending July 31, 2023; and

WHEREAS, funding for services to be provided in fiscal year 2022 will be available after a transfer in the amount of \$12,000 from the balance of the General Fund Contingency (0001) to the Mayor's Office Department, Mayor's Office Division (020-1005); and

WHEREAS, funding for services to be provided in fiscal year 2023 will be included in the proposed FY23 operating budget.

NOW THEREFORE BE IT RESOLVED by the City of St. Petersburg, Florida that there is hereby approved from the balance of the General Fund Contingency (0001), the following transfer for FY22:

<u>General Fund Contingency (0001)</u>	(\$12,000)
Mayor's Office Department,	
Mayor's Office Division (020-1005)	\$12,000

This resolution shall become effective immediately upon its adoption.

LEGAL:

  
\_\_\_\_\_  
00629868

DEPARTMENT:

*Thomas Greene*  
\_\_\_\_\_

BUDGET AND MANAGEMENT:

*E Makofske*  
\_\_\_\_\_