



DEPARTMENT OF PURCHASING AND CONTRACTS

1653 BLAISE DR., ♦ BROOKSVILLE, FLORIDA 34601

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AMENDMENT NO. 5A

TO

CONTRACT NO. 13-Q00061/PH

PROFESSIONAL SERVICES AGREEMENT

FOR

CONSULTING SERVICES – RESTORE ACT FUNDING, STRATEGIC PLAN AND LEGISLATIVE AGENDA

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the **CONTRACT NO. 13-Q00061A/PH – CONSULTING SERVICES – RESTORE ACT FUNDING, STRATEGIC PLAN AND LEGISLATIVE AGENDA**, located in Hernando County, as fully and completely as if the same were fully set forth therein:

1. Extension of the contract under the above contract agreement, Exhibit B, has been extended for the period October 1, 2018 to September 30, 2021.
2. All other terms and conditions shall remain unchanged on the original agreement entered into on December 18, 2012 and revised on October 1, 2015.

SOUTHERN STRATEGY GROUP
OF TAMPA BAY, LLC.

Authorized Signature

9/26/18

Date

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY

James S. Wunderle
Purchasing and Contracts Manager
Chief Procurement Officer, Hernando County

9-26-18

Date

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
PROFESSIONAL SERVICES AGREEMENT

PO # _____

THIS AGREEMENT made and entered into this 1st day of October, 2015, by and between HERNANDO COUNTY, 20 N. Main St., Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the COUNTY and Southern Strategy Group of Tampa Bay, LLC, 201 E. Kennedy Blvd. Ste. 1450, Tampa, Florida 33602 authorized to conduct business in the State of Florida, hereinafter called the PROFESSIONAL.

W I T N E S S E T H:

SECTION 1. The COUNTY does hereby retain the PROFESSIONAL to furnish certain services in connection with:

Consulting to provide assistance with the RESTORE Act Funding, development of Hernando County Strategic Plan and develop a Legislative Agenda for elected officials.

SECTION 2. The PROFESSIONAL and the COUNTY mutually agree to furnish, each to the other, the respective services, information and terms as described in Exhibit "A", attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a supplemental written AGREEMENT covering such modifications and the compensation to be paid therefore.

Reference herein to this Agreement shall be considered to include any supplemental thereto.

Reference herein to COUNTY Administrator shall mean the Hernando County Administrator or his designee.

SECTION 3. The services indicated in Exhibit A to be rendered by the PROFESSIONAL shall be commenced, subsequent to the execution of this AGREEMENT, upon written notice from the Hernando County Administrator..

SECTION 4. The PROFESSIONAL agrees to provide Project Schedule progress reports in a format acceptable to the COUNTY, either monthly or at intervals established by the COUNTY. The COUNTY will be entitled at all times to be advised, at its request, as to the status of work being done by the PROFESSIONAL and of the details thereof.

Coordination shall be maintained by the PROFESSIONAL with representatives of the COUNTY. Either party to the Agreement may request and be granted a conference.

SECTION 5. In the event there are delays on the part of the COUNTY as to the approval of any of the materials submitted by the PROFESSIONAL, as if there are delays occasioned by circumstances beyond the control of the PROFESSIONAL which delay the project schedule completion date, the COUNTY shall grant to the PROFESSIONAL, by "Letter of Time Extension" an extension of the contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work, except those changes that may be agreed upon between the parties hereto.

It shall be the responsibility of the PROFESSIONAL to ensure at all times that sufficient contract time remains within which to complete all services on the project. In the event there have been delays that would affect the project completion date, the PROFESSIONAL shall submit a written request to the COUNTY that identifies the reason(s) for the delay and the amount of time related to each reason. The COUNTY shall timely review the request and make a determination as to granting all or part of the requested extension.

In the event contract time expires and the PROFESSIONAL has not requested, or if the COUNTY has denied an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the COUNTY.

SECTION 6. The PROFESSIONAL shall maintain an adequate and competent professional staff within the State of Florida and may associate with Specialists, Sub-Professionals and/or other Professionals, for the purpose of its services hereunder, without additional cost to the COUNTY. Should the PROFESSIONAL desire to utilize other Specialists, Sub-Professionals and/or Professionals in the performance of the work, the PROFESSIONAL shall be responsible for satisfactory completion of all such Specialists', Sub-Professionals' and/or other Professionals' work, and may not assign or transfer work under this Agreement to other Specialists, Sub-Professionals or Professionals unless approved in writing by the COUNTY. It is agreed that only Specialists, Sub-Professionals and/or other

Professionals that have been approved by an authorized representative of the COUNTY will be used by the PROFESSIONAL. It is also agreed that the COUNTY will not, except for services so designated herein, or as may be approved by the COUNTY, if applicable, permit or authorize the PROFESSIONAL to perform less than the total contract work with other than its own organization.

SECTION 7. All final plans, documents, reports, studies and other data prepared by the PROFESSIONAL will bear the endorsement of a person in the full employ of the PROFESSIONAL and duly registered in the appropriate professional category.

- a) After the COUNTY'S acceptance of final plans and documents, a reproducible mylar of the PROFESSIONAL'S drawings, tracings, plans and maps will be provided to the COUNTY. Upon completion of construction by the contractor, the PROFESSIONAL shall furnish acceptable field verified "record drawings" of full size prints. The PROFESSIONAL shall signify, by affixing an appropriate endorsement, on every sheet of the record sets, that the work shown on the endorsed sheets was reviewed by the PROFESSIONAL. With the tracings and the record sets of prints, the PROFESSIONAL shall submit three (3) final sets of operation and maintenance manuals.
- b) The PROFESSIONAL shall not be liable for use by the COUNTY of said plans, documents, studies or other data for any purpose other than stated in the Scope of Services, Exhibit A of this Agreement.

SECTION 8. All tracings, plans, specifications, maps, surveys, field survey notes, and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of the COUNTY restricted to the terms of (7) above; and reproducible copies shall be made available, upon request, at direct printing costs, to the COUNTY at any time during the period of this Agreement. The COUNTY will have the right to visit the site for inspection of the work and the drawings of the PROFESSIONAL at any time. Unless changed by written agreement of the parties, said site shall be address of firm. Records of cost incurred under terms of this

Agreement shall be maintained and made available upon request of the COUNTY at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the COUNTY upon request at direct printing cost.

Records of cost incurred includes the PROFESSIONAL project accounting records, together with supporting documents and records of the PROFESSIONAL and all Specialists, Sub-Professionals and/or other Professionals performing work on the project, and all other records of the PROFESSIONAL and Specialists, Sub-Professionals and/or other Professionals considered necessary by the COUNTY for a proper audit of project costs.

Whenever travel costs are included, the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

The PROFESSIONAL shall furnish to the COUNTY at direct printing cost all final work documents, papers and letters, or any other such materials which may be subject to the provisions of Chapter 119, Florida Statutes, made or received by the PROFESSIONAL in conjunction with this project. Failure by the PROFESSIONAL to provide such records shall be grounds for immediate unilateral cancellation of the Agreement by the COUNTY.

SECTION 9. The PROFESSIONAL shall comply with all federal, state and local laws and ordinances applicable to the work or payment thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

SECTION 10. The COUNTY agrees to pay the PROFESSIONAL compensation as detailed in Exhibit B, attached hereto and made a part hereof. Unless otherwise agreed to, this is a lump sum contract. No additional fees or expenses will be paid.

SECTION 11. The PROFESSIONAL is employed to render a professional service only and that payments made to the PROFESSIONAL are compensation solely for such services rendered and recommendations made in carrying out the work. The PROFESSIONAL shall perform and complete all work in a workmanlike manner to the best of its abilities and in accordance with sound engineering and professional consulting practices and principles.

In performing construction phase services, the PROFESSIONAL may be requested to act as agent of

COUNTY. The PROFESSIONAL'S review or supervision of work prepared or performed by other individuals or firms employed by the COUNTY shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

SECTION 12. The COUNTY may terminate this Agreement in whole or in part at any time the interest of the COUNTY requires such termination.

- a) If the COUNTY reasonably determines that the performance of the PROFESSIONAL is not satisfactory, the COUNTY shall have the option of:
 - 1) Immediately terminating the Agreement and paying the PROFESSIONAL for work reasonably satisfactorily performed hereunder through the date of termination;
 - 2) Notify the PROFESSIONAL of the deficiency, with a requirement that the deficiency be corrected within a reasonable specified time, otherwise the Agreement will be so terminated at the end of such time, and the PROFESSIONAL shall be paid for work satisfactorily completed to such specified date.
- b) If the COUNTY requires termination of the Agreement for reasons other than unsatisfactory performance of the PROFESSIONAL, the COUNTY shall notify the PROFESSIONAL of such termination and specify the state of work at which time the Agreement is to be terminated, and the PROFESSIONAL shall be entitled to receive payment of all work reasonably satisfactorily performed hereunder through the date of termination. An allowance for satisfactory work in progress but not yet completed shall be made.
- c) If the Agreement is terminated before performance is completed, the PROFESSIONAL shall be paid for work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed the percentage of work performed.

SECTION 13. Adjustment of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the COUNTY and

supplemental agreement(s) of such a nature as required may be entered into by the parties in accordance herewith.

SECTION 14. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

SECTION 15. The PROFESSIONAL shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance will provide coverage in the amount of \$1,000,000 min. Proof of insurance shall be provided to the COUNTY upon execution of this Agreement.

Additionally, the PROFESSIONAL shall procure and maintain Commercial General Liability insurance in the amount of \$1,000,000/\$2,000,000; \$1,000, 000 for Auto; and Statutory amounts for Worker's Compensation coverage whenever PROFESSIONAL enters County property..

The PROFESSIONAL will also cause professional Specialists and/or Sub-Professionals retained by PROFESSIONAL for the project to procure and maintain comparable insurance coverage. Before commencing the work, the PROFESSIONAL shall furnish the COUNTY a certificate(s) showing compliance with this paragraph. *Said certificate(s) shall provide that policy(s) shall not be changed or canceled until 30 days prior written notice has been given to the COUNTY; Hernando County is named as additional insured as to general liability and Certificate Holder must read: Hernando County Board of County Commissioners.*

SECTION 16. The PROFESSIONAL warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

a) For the breach of violation of Paragraph (16) the COUNTY shall have the right to terminate

this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 17. Unless otherwise required by law or judicial order, the PROFESSIONAL agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the COUNTY and securing its consent in writing. The PROFESSIONAL also agrees that it shall not publish, copyright or patent any of the site specific data furnished in compliance with this Agreement; it being understood that, under Paragraph (8) hereof, such data or information is the property of the COUNTY. This does not include materials previously or concurrently developed by the PROFESSIONAL for "In House" use. Only data generated by PROFESSIONAL for work under this Agreement shall be the property of the COUNTY.

SECTION 18. Standards of Conduct - Conflict of Interest - The PROFESSIONAL covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this contract, which standards is hereby incorporated and made a part of this contract as though set forth in full. The PROFESSIONAL agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

SECTION 19. The COUNTY reserves the right to suspend, cancel or terminate the Agreement in the event one or more of the PROFESSIONAL'S Corporate Officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the PROFESSIONAL for or on behalf of the COUNTY under this Agreement without penalty. It is understood and agreed that in the event of such termination, that reproducible copies of all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the COUNTY in conformity with the provisions of Paragraph (8) hereof. The PROFESSIONAL shall be compensated for its services rendered up to the time of any such termination in accordance

with Paragraph (12) hereof. The COUNTY also reserves the right to terminate or cancel this Agreement in the event the PROFESSIONAL shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The COUNTY further reserves the right to suspend the qualifications of the PROFESSIONAL to do business with the COUNTY upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have indictment or direct information dismissed or be found not guilty, such suspension on account hereof shall be immediately lifted by the County Administrator.

SECTION 20. All notices required to be served on the PROFESSIONAL shall be served by Registered or Certified mail, Return Receipt Requested, to PROFESSIONAL'S address with a copy to P.O. Box 10570, Tallahassee, FL 32302 and all notices required to be served upon the COUNTY shall be served by Registered or Certified mail, Return Receipt Requested, addressed to the County Administrator, Hernando County Board of County Commissioners, 20 N. Main St., Room 263, Brooksville, FL 34601.

SECTION 21. Hernando County reserves the privilege of auditing a vendor's records, by a representative of the County, as such records relate to equipment, goods or services and expenditures; therefore, with respect to any express or implied agreement between Hernando County and said vendor. Such records include, but are not limited to: all books, records, and memoranda of every description, pertaining to work under contract.

Hernando County further reserves the right to reproduce any of the aforementioned documents pertaining to the work under contract.

SECTION 22. Unless otherwise required by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this agreement shall be litigated in the appropriate court in Hernando County, Florida, or the US District Court, Middle District of Florida. **IN ANY LITIGATION ARISING FROM THIS AGREEMENT, THE PARTIES SHALL BEAR THEIR OWN COSTS AND ATTORNEYS' FEES.**

SECTION 23. E-VERIFY- Contractor must have legally Authorized Workforce.

CONTRACTOR/CONSULTANT is advised that the COUNTY has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the COUNTY will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage

voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Bid/Proposal, CONTRACTOR/CONSULTANT represents and warrants (a) that the CONTRACTOR/CONSULTANT is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the CONTRACTOR/CONSULTANT employees are legally eligible to work in the United States, and (c) that the CONTRACTOR/CONSULTANT has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

A mere allegation of CONTRACTOR/CONSULTANT's intent to use and/or current use of unauthorized workers may not be a basis to delay the COUNTY'S award of a contract to the CONTRACTOR/CONSULTANT unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the COUNTY.

Legitimate claims of the CONTRACTOR/CONSULTANT's use of unauthorized workers must be reported to both of the following agencies:

- (i) The COUNTY'S Purchasing Contracts Department at (352) 754-4020: and
- (ii) ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

In the event it is discovered that the CONTRACTOR/CONSULTANT's employees are not legally eligible to work in the United States, then the COUNTY may, in its sole discretion, demand that the CONTRACTOR/CONSULTANT cure this deficiency within a specified time frame, and/or immediately terminate the contract without any cost or penalty to the COUNTY, and/or debar the CONTRACTOR/CONSULTANT from bidding on all COUNTY contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

CONTRACTOR/CONSULTANT is encouraged (but not required) to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

1. Use the Department of homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social SECURITY numbers of the current workforce.
3. Establish a written hiring and employment eligibility verification policy.
4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.

5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as pf each employee's verification to minimize the potential for a single individual to subvert the process.
6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
8. Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in subcontractor agreements.
9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

SECTION 24. LITIGATION

This Agreement shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this Agreement shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 25.

Attachments:

Exhibit "A" Scope of Services

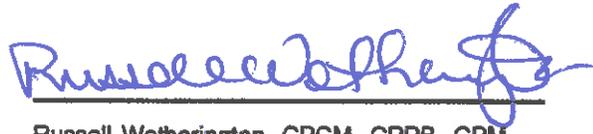
Exhibit "B" Compensation and Method of Payment

Exhibit "C" Notice to Proceed

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.



Signature, Laura Boehmer
Southern Strategy Group of Tampa Bay, LLC



Russell Wetherington, CPCM, CPPB, CPM
Assistant County Administrator/Chief Procurement Officer

EXHIBIT A
SCOPE OF SERVICES

The Hernando County Board of County Commissioners wishes to contract with a consulting firm to perform the following consulting services:

- a. Assistance with obtaining RESTORE Act funding and tasks may include but not limited to:
 1. Review and preparing a list of projects eligible for Restore Act Funding.
 2. Develop and Distribute meeting materials to Commission members and others
 3. Assist in organizing and conducting county meetings related to RESTORE.
 4. Prepare meeting summaries and prepare issue papers, as necessary to aid the County Commission in discussion and decision making.
 5. Provide administrative and/or facilitation support for RESTORE related meetings.
 6. Attend any meetings related to RESTORE Act funding.
- b. Develop a Strategic Plan
- c. Develop a Legislative Agenda for elected officials.
- d. A planned timeline shall be submitted to Hernando County for approval.
- e. Southern Strategy Group proposal submitted December 17, 2012 is hereby incorporated into this agreement

EXHIBIT B

COMPENSATION AND METHOD OF PAYMENT

Southern Strategy Group of Tampa Bay, LLC (SSG) will be paid a monthly retainer of \$3,250 per month for the services included in this agreement and SSG submitted proposal. Services are to begin October 1, 2015 and terminate September 30, 2018 unless an extension is agreed to by both parties. All payments will be remitted to Southern Strategy Group of Tampa Bay, LLC, P.O. Box 10570, Tallahassee, FL 32302.