

STATE LOBBYING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ^{14th} day of NOV, 2019, by and between the CITY OF CRYSTAL RIVER, FLORIDA, 123 NW US Hwy 19, Crystal River, FL 34428, hereinafter referred to as the "CITY" and THE SOUTHERN GROUP, 201 E. Kennedy Blvd., Suite 1450, Tampa, FL 33602, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the CITY is utilizing a piggyback option for the County of Sarasota for service of The Southern Group to provide State Lobbying Services, attached as Exhibit A; and,

WHEREAS, CONSULTANT agrees to provide State Lobbying Services to the City as requested primary lobbyist under the agreement pursuant thereto was Laura Boehmer; and,

WHEREAS, the City Council has determined that they desire to contract with The Southern Group; and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

SECTION 1. AUTHORIZATION TO PROCEED AS CONSULTANT.

CONSULTANT is hereby authorized under terms and conditions of this Agreement to provide State Lobbying Services to the City of Crystal River.

SECTION 2. SCOPE OF SERVICES. Consultant shall keep City informed and active in the state legislative process by working with City staff to advocate the City's position regarding issues before the state legislature and various state agencies. CONSULTANT agrees to organize a lobbying team led by Laura Boehmer which shall include all the resources of the individual lobbyists of the consultant's firm to assist and represent the City on issues which shall include, but are not limited to the following:

- A. Strategic governmental relations program development and planning;
- B. Lobbying and advocacy before administrative agencies;
- C. Proactive issue identification and management;
- D. Timely assessment of information which may affect the City;
- E. Legislative monitoring and lobbying;
- F. Regulatory agency representation;

- G. Assessment of budgetary and regulatory issues;
- H. Regular updates on City-related issues;
- I. Administrative branch representation; and
- J. Issue Analysis

SECTION 3. LOBBYING TEAM. It is understood and agreed to between the CITY and CONSULTANT that the lobbying team shall consist of Laura Boehmer and associates within the firm and that responsibility for organization and leadership of the lobbying team will fall upon Laura Boehmer but the consultant team will include all of the resources of the CONSULTANT'S individual lobbyists. The CITY reserves the right in its absolute discretion to cancel this Agreement.

SECTION 4. TERM. The term of this agreement shall be from October 1, 2019 through September 30th, 2020.

SECTION 5. PROFESSIONAL FEES FOR SERVICE. The CITY and CONSULTANT agree to a monthly fee for State Lobbying Services of four thousand one-hundred sixty-six dollars and sixty-seven cents (\$4,166.67). CONSULTANT shall bill CITY four thousand one-hundred sixty-six dollars and sixty-seven cents (\$4,166.67) per month. Special projects before executive agencies that are not included in the Scope of Services will be agreed to in advance and billed separately. Expenses shall be absorbed in the monthly bill of four thousand one-hundred sixty-six dollars and sixty-seven cents (\$4,166.67) per month.

SECTION 6. INDEMNIFICATION AND INSURANCE. CONSULTANT agrees to protect, defend, indemnify and hold the CITY and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or due to any negligent act or omission of CONSULTANT or its employees in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting its liability under this Agreement, CONSULTANT shall procure and maintain during the life of the AGREEMENT professional liability insurance in a minimum amount of one million dollars (\$1,000,000). This provision shall survive the termination of this Agreement.

SECTION 7. CONFLICT OF INTEREST. It is understood by the CITY and CONSULTANT that CONSULTANT is not aware of any clients of the firm that currently present any direct conflict between the interests of the CITY and other clients of the CONSULTANT. If any potential conflict of interest arises during the time CONSULTANT is representing the CITY, CONSULTANT will promptly inform the CITY. In that event, CONSULTANT and CITY shall agree upon a lobbyist to represent the CITY on any issue in conflict and agree upon the appropriate fee for said services, which shall be deducted from CONSULTANT fee. With regard to those clients which the firm began representing

after the City of Crystal River's initial representation, all conflicts would be resolved in favor of the City of Crystal River.

SECTION 8. CONSTRUCTION AND AMENDMENTS. This agreement shall be governed by and construed in accordance with the laws of the State of Florida. This AGREEMENT may be amended only by a writing duly entered into by the CITY and CONSULTANT.

SECTION 9. CANCELLATION OF AGREEMENT. Either party may cancel this AGREEMENT for any reason upon thirty (30) days advance written notice to the other party. In the event of cancellation, CONSULTANT shall immediately cease work hereunder and shall be reimbursed for eligible and documented reimbursable expenses incurred prior to the date of cancellation.

SECTION 10. ATTORNEYS FEES. In the event that either party seeks to enforce this AGREEMENT through attorneys at law, then the parties agree that each party shall bear its own costs and that jurisdiction for such an action shall be in a court of competent jurisdiction in Citrus County, Florida.

Exhibit A: Sarasota County Agreement for State Lobbying Services

IN WITNESS WHEREOF, the CITY and CONSULTANT have executed this AGREEMENT as of the date first written above.

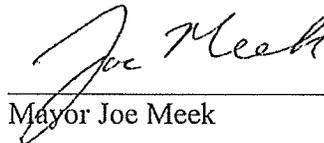
CITY OF CRYSTAL RIVER, FLORIDA

ATTEST:



Mia Fink, City Clerk

(SEAL)



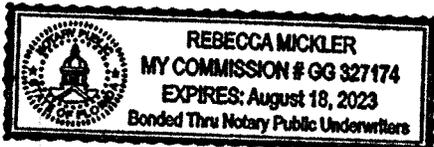
Mayor Joe Meek

ATTEST:



Name: Rebecca Mickler

(SEAL)



THE SOUTHERN GROUP



Name: Laura Boehmer

Title: Partner

**AMENDMENT NO. 2 AND
ASSUMPTION AGREEMENT
TO AGREEMENT NO. WA613**

This Amendment and Assumption Agreement ("Amendment") is made effective as of the date of execution by and among **Sarasota County**, a political subdivision of the State of Florida ("County") and **The Southern Group of Florida, Inc.**, a Florida corporation ("Consultant").

WITNESSETH

WHEREAS, the County and Southern Strategy Group of Tampa Bay, LLC ("Southern Strategy") entered into Agreement No. WA613 ("Agreement") for state lobbying services, effective November 6, 2017 with a term commencing October 21, 2017; and

WHEREAS, on August 7, 2018, the County and Southern Strategy executed Amendment No. 1, renewing the term of the Agreement, stating the not-to-exceed amount for the renewal term and revising a section of the Agreement; and

WHEREAS, in August 2019, Southern Strategy rebranded and is now known as The Southern Group of Florida, Inc.; and,

WHEREAS, the Consultant and the County now wish to memorialize the Consultant's assumption of all rights, duties and obligations of Southern Strategy under the Agreement and further amend the Agreement to renew the term of the Agreement; and,

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. The term of this Amendment shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives and successors and assigns.
3. Consultant hereby assumes, all of Southern Strategy's rights, duties and obligations under the Agreement.
4. The County's signature below constitutes its consent to this Amendment.
5. The term of the Agreement is hereby renewed for a period of one (1) year, effective October 21, 2019 through October 20, 2020.
6. For services provided pursuant to this Amendment, the County shall pay the Consultant for the services rendered hereunder and completed in

accordance with the terms and conditions of this Agreement an amount not to exceed \$96,000.00, inclusive of reimbursement of expenses, for the renewal term.

7. The representative for the Consultant shall be:

Name: Laura Boehmer

Title: Partner

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

Telephone: 813-563-4100

Email: boehmer@thesouthernngroup.com

8. The pricing contained in Exhibit B – Fee Schedule remains in effect, and a copy is attached hereto for administrative convenience.
9. Except as modified herein, all other terms, covenants, and conditions of the Agreement shall remain in full force and effect.

[The remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date last written below.

WITNESS: The Southern Group of Florida, Inc. :
Signed By: _____ Signed By: _____
Print Name: _____ Print Name: _____
Title: _____
Date: _____

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: _____
Jonathan R. Lewis,
County Administrator

Date: _____
*Executed by the County Administrator
Pursuant to Ordinance No. 2016-019
and Resolution No. 2016-055*

Approved as to form and correctness:

BY: _____
COUNTY ATTORNEY

**EXHIBIT B
FEE SCHEDULE**

Monthly Fee	\$7,500.00
Inclusive of all expenses except approved travel which will be reimbursed according to Section 112.061, Florida Statutes and Sarasota County Resolution No. 2016-170	
Travel Expenses	Not to Exceed \$6,000.00