

AGREEMENT

THIS AGREEMENT, ("Agreement") is made and entered into on this 1st day of ~~June~~ ^{September}, 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, 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: Laura Boehmer

Title: Partner

CITY OF ST. PETERSBURG, FLORIDA:

By: David E. Malone

Print: David E. Malone

Sign: Director, Procurement
and Supply Management

ATTEST





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: Laura Boehmer

Appendix A – Scope of Services

1. Services

Legislative Session Scope

- Prior to Legislative Session, Consultant will meet with the Mayor's Office to assist, advise, and strategize in the preparation of the annual legislative agenda by identifying key issues of concern and priority and develop a specific and proactive strategy for that particular legislative session.
- Consultant, in conjunction with the Mayor's office, will assist in development and implementation of a strategy for the support, opposition, or amendment of potential and pending legislation that may impact City of St. Petersburg Government.
- Prior to the Legislative Session, Consultant will provide relevant information to the Mayor's Office and City Council to inform them of the priorities of Leadership in the House and Senate and the Governor's office to address areas of concern or support and develop an effective advocacy strategy on behalf of the City.
- Once the session has commenced, Consultant will provide regular updates and track all legislation that has been identified as relevant to the City.
- Consultant will work with the Mayor's Office to review all filed, active, and pending legislation and amendments and provide analysis and additional information as needed.
- Consultant, in conjunction with the Mayor's Office, will assist in development and implementation of a strategy for the support, opposition, or amendment of potential and pending legislation that may impact the City.
- As needed, Consultant will work with the Mayor's Office to draft legislation and assist in moving that legislation through the process by finding a sponsor and co-sponsor in both chambers, scheduling committee hearings, testifying before committees as necessary and educating legislators on issues of importance to the City.
- Consultant will assist the Mayor's Office in completing annual priority budget appropriation requests and secure sponsors in both chambers to file such requests.
- Consultant will work with the Mayor's Office to develop, advise and advocate for specific legislative appropriations.
- Consultant will notify the City of relevant activities of the Revenue Estimating Conference and how it may affect the state budget and the City priorities.
- Consultant will attend all relevant legislative appropriations committee meetings and subcommittees.
- Consultant will work with the Governor's Office of Policy and Budget to advocate on behalf of the City's appropriation requests in an effort to gain support and develop strategies to avoid veto.

Overall Advocacy Strategy Scope

- Consultant will work with the Mayor's strategic initiatives and develop an advocacy plan that creates momentum and fits within trends at the state level to ensure the best chance of legislative support and success for City priorities.
- Consultant will advocate before the Legislature, Governor, and other State agencies as necessary on behalf of the City during the annual Regular Legislative Session, Special Session(s), Interim Committee meetings, and with the City and other city, County, and Tampa Bay Legislative Delegation meetings as needed.
- Consultant will work with the Mayor's Office to identify additional relevant state, federal and local funding opportunities, and aggressively advocate for such funding – in particular, the

Infrastructure Investment and Jobs Act (IIJA) funding now available to cities that in part, will flow through the State of Florida to be distributed to cities on a grant and formula basis.

- Consultant will work in collaboration with the City's Federal Consultant to identify and pursue grant opportunities that involve Federal monies.
- Consultant will work with all relevant state agencies on the City's behalf and when grant applications are under consideration by such agencies, take the appropriate steps necessary to obtain favorable consideration of such applications.
- Consultant will identify additional funding opportunities within State Agencies and advocate on behalf of the City for such.
- Consultant will act as the liaison with the City's legislative delegation and assist with the delegation in any matter.
- Consultant will coordinate efforts with partners, stakeholders, and associations throughout the year when their priorities align with the City's.
- Consultant will facilitate meetings and discussions with the St. Petersburg, Pinellas County, and Tampa Bay Legislative Delegation, House and Senate Members, Legislative staff, the Governor and Cabinet, Executive Staff and State Agencies as necessary throughout the year.
- Consultant will work closely with the Florida League of Cities and the St. Petersburg, Pinellas County, and Tampa Bay Legislative Delegations, as well as the House and Senate Leadership to educate, inform and influence them on issues of significance to the City throughout the year.
- Consultant will monitor agency rulemaking and advise of any relevant proceedings or changes.
- Consultant will collaborate on efforts throughout the year with relevant partners and associations, including but not limited to the Pinellas County School Board, Pinellas County Government and municipalities, the City of Tampa, and the University of South Florida, when their priorities align with the City's priorities.

Informative / Education Scope

- Consultant will attend in person, or virtually, all relevant local meetings related to the City's state policy and funding concerns.
- Consultant will provide additional services such as electronically forwarding, on a daily basis if necessary, relevant newspaper articles, analyses, and important governmental announcements.
- Consultant will take an active role in the education of the Mayor's Office and provide regular and consistent input and feedback on State Legislative affairs and issues of statewide importance to better inform City staff.
- Consultant, in collaboration with the Mayor's Office, will prepare the following forms of research and information:
 - Analysis of budget requests and forecasts for policies and programs of importance to the City;
 - Reports of, and testimonies from, relevant committee hearing and markups;
 - Memos on pertinent State initiatives or topics;
 - State agency and departmental regulations, guidelines, directives, and other instruments of administrative policy;
 - Grants and other funding opportunities for proposed City projects;
 - Technical reports and memoranda affecting City operations and fiscal conditions;
 - Copies of proposed legislation and associated reports;
 - "White Papers" and materials geared toward elected officials and their staffs that justify the City's objectives in simple and straightforward language, providing the

State Legislature and Governor's office with the information they need to be successful on the City's behalf;

- Any necessary forms for appropriations or authorizations requests.
- Consultant will attend City Council meetings and other meetings as requested by the Mayor to report on activities.
 - Consultant will maintain a visible presence in the City and will be available to present an annual legislative overview report, at the beginning of each fiscal year as well as forward-looking State Affairs reports, to the Mayor's Office and City Council.
 - Consultant will meet with the Mayor's Office and relevant staff at workshops, committee meetings, and staff meetings as requested.

2. Reports

All reports submitted to the City by Consultant shall be in Microsoft® Office Word, Excel or PDF format.

3. Dedicated Representative

Consultant shall provide a dedicated representative to serve as the City's primary contact and who is readily available to administer the Agreement on a day-to-day basis. Consultant is responsible for notifying the City of any change in contact information for the dedicated representative. The dedicated representative's responsibilities shall include, but are not limited to, overseeing all aspects of servicing and issue resolution.

