

**SECOND AMENDMENT TO STATE LEGISLATIVE AND GOVERNMENTAL
LOBBYING SERVICES AGREEMENT
(RFP-603224-18/BJC)**

THIS SECOND AMENDMENT is made and entered into this 16 day of November 2023, and is to that certain Agreement made and entered into on the 2nd day of January, 2019, as amended on September 11, 2019, by and between, **THE SOUTHERN GROUP OF FLORIDA, INC.**, whose address is 123 S. Adams Street, Tallahassee, Florida 32301, in this Amendment referred to as "CONSULTANT," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 1st First Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY."

WITNESSETH:

WHEREAS, CONSULTANT and COUNTY entered into the above referenced Agreement on January 2, 2019, as amended September 11, 2019, to provide State Legislative and government lobbying services for Seminole County; and

WHEREAS, the parties desire to amend the term of the Agreement to add one (1) additional year to the current term for a total of six (6) years and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 20 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Second Amendment, COUNTY and CONSULTANT agree as follows:

1. Section 31 of the Agreement is deleted and replaced with the following:

Section 31. Term. This Agreement takes effect on January 1, 2019, and continues through December 31, 2024, with the same annual fee as specified in the Rate Schedule in Exhibit C to this Agreement. Expiration of the term of this Agreement



will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order.

2. Except as modified by this Second Amendment, all terms and conditions of the original Agreement, as previously amended, remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Second Amendment for the purposes stated above.

ATTEST:

THE SOUTHERN GROUP OF FLORIDA,
INC.

Brenna Moran
Witness

Baria Curry

Brenna Moran
Print Name

COO
Title

WJ
Witness

11/15/23
Date

Wade Ferris
Print Name

[Balance of this page intentionally left blank. Signatory page continues on Page 3.]



SEMINOLE COUNTY, FLORIDA

[Signature]
Witness
Louis Staffi
Print Name

By: Tammy Roberts
TAMMY ROBERTS,
Procurement Administrator

G. Marrozos
Witness
Gladys Marrozos
Print Name

Date: 11/16/2023

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its November 14
20 23, regular meeting.

Approved as to form and
legal sufficiency.

Agenda # 2023-1039 1095

David G. Shields
County Attorney

DGS\sf
10/18/2023

T:\Users\Legal Secretary CSB\Purchasing 2023\RFP-603224 2nd Amd (Southern Group of Florida, Inc.) rev 1.docx





December 7, 2021

Southern Strategy Group of Orlando, LLC.
28 West Central Boulevard, Suite 260
Orlando, FL 32801

**Re: Renewal #3 – RFP-603224-18/BJC – State Legislature and Governmental
Lobbying Services Agreement**

To Whom It May Concern:

Pursuant to Seminole County Purchasing Code Section 3.554(4), this notice shall serve as authorization to renew the above agreement from **January 3, 2022 through January 2, 2023** as approved by the Seminole County Board of County Commissioners. Current pricing, terms and conditions shall remain the same.

Please remember to keep this office up to date with a current certificate of insurance *with the above contract number referenced on the certificate* as required in the original, contract agreement.

Appropriate County departments and divisions will be notified of this Contract renewal action.

Thank you for your interest in doing business with Seminole County. If you have any questions or need further assistance, please contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read "Louis Straffi".

Louis Straffi
Procurement Analyst I

cc: Seminole County County Manager's Office
County Comptroller's Office
County Attorney's Office
File

FLORIDA SALES: 85-8013708974C-0
 FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners
 PURCHASE ORDER**

ORDER NUMBER: 47396

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
 MUST REFER TO THIS ORDER NUMBER

**S
H
I
P** COUNTY MANAGER
 1101 E. FIRST ST.
 ROOM 3004
 SANFORD FL 32771



| | |
|-------------|------------------|
| ORDER DATE | 10/09/2020 |
| REQUISITION | 63213 - OR |
| REQUESTOR | TUCKER, SAMUELLE |
| VENDOR # | 420470 |

**V
E
N
D
O
R** SOUTHERN GROUP OF FLORIDA INC
 P O BOX 10570
 TALLAHASSEE FL 32302

ORDER INQUIRIES
PURCHASING AND CONTRACT DIVISION
 1301 EAST SECOND STREET
 SANFORD FLORIDA 32771
 PHONE (407) 665-7116 / FAX (407) 665-7956
 ANALYST FIGUEROA, LETICIA

anderson@sostrategy.com

DELIVERY Sam Tucker 407-665-7224

| ITEM # | QTY | UNIT | ITEM DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|--------|-----|------|--|------------|----------------|
| 1.00 | | EA | Lobbist Services - State-State Lobbyist Services Order in accordance with terms and conditions of RFP-603224-18/BJC for State Legislature & Governmental Lobbying. (1/2/2022) 010900.530340 | 0.00 | 60,000.00 |

| | | |
|--|---------------------|------------------|
| THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER. | TOTAL AMOUNT | 60,000.00 |
|--|---------------------|------------------|

SUBMIT ALL INVOICES IN DUPLICATE TO:
 CLERK - B.C.C. FINANCE DIVISION
 POST OFFICE BOX 8080
 SANFORD, FL 32772
 Accts. Payable Inquiries - Phone (407) 665 7656

Butz John
 AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Purchase Order Terms and Conditions

- 1. Acceptance/Entire Agreement.** This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.
- 2. Inspection.** Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.
- 3. Packing & Shipping.** Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.
- 4. Delivery; Risk of Loss.** All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.
- 5. Delivery of Excess Quantities.** If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.
- 6. Time is of the Essence.** Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.
- 7. Warranties.** Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.
- 8. Indemnification.** To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
- 9. Insurance.** Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.
- 10. Modifications.** PO may be modified or rescinded in writing by County.
- 11. Material Safety Data Sheets.** At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.
- 12. Pricing.** Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.
- 13. Invoicing & Payment.** After delivery of goods/services by Supplier and acceptance by County, Supplier shall submit a properly certified invoice to: Seminole County Clerk of Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include County's Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.
- 14. Taxes.** County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.
- 15. Termination.** County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.
- 16. Equal Opportunity Employer.** County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.
- 17. Assignment.** Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.
- 18. Venue & Applicable Law.** The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.
- 19. Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.
- 20. Public Records.** Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**
- 21. Right to Audit Records.** County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.
- 22. Severability.** If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.
- 23. Headings & Captions.** All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

PURCHASING AND CONTRACTS DIVISION



October 1, 2020

The Southern Group of Florida, Inc.

28 West Central Boulevard, Suite 260
Orlando, Florida 32801

Re: Notification of Renewal # 2 of 4 Renewals

Agreement: RFP-603224-18/BJC - State Legislature & Governmental Lobbying +

To Whom It May Concern:

This notice shall serve as renewal notification for the above referenced Agreement starting **January 3, 2021** through **January 2, 2022**.

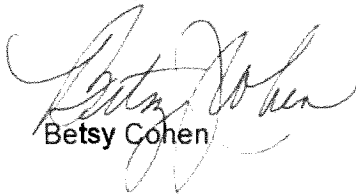
Please remember to keep this office up to date with a current certificate of insurance with the above contract number referenced on the certificate in accordance with the Agreement.

Authorization for performance of services by the Contractor under this Agreement shall be in the form of written Orders on an as-needed basis, based on the terms and conditions of the Agreement and its Amendment(s).

Appropriate County Departments and Divisions will be notified of this renewal.

If you have any questions or need further assistance, please contact my office.

Sincerely,



Betsy Cohen

cc: Finance Department
County Attorney's Office
File
County Manager's Office

**STATE LEGISLATIVE AND GOVERNMENTAL
LOBBYING SERVICES AGREEMENT
(RFP-603224-18/BJC)**

THIS AGREEMENT is dated as of the 2nd day of JANUARY 2019, by and between **SOUTHERN STRATEGY GROUP OF ORLANDO, LLC**, duly authorized to conduct business in the State of Florida, whose address is 28 West Central Boulevard, Suite 260, Orlando, Florida 32801, in this Agreement referred to as "CONSULTANT," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified consultant to provide State Legislature and government lobbying services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent, qualified, and desires to provide those services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONSULTANT agree as follows:

Section 1. Services. COUNTY hereby retains CONSULTANT to provide services and perform those tasks as further described in the Scope of Services, attached to and incorporated in this Agreement as Exhibit A. CONSULTANT is also bound by all requirements as contained in the



solicitation package, any addenda to this package, and CONSULTANT's submission in response to this solicitation.

Section 2. Authorization for Services. Authorization for performance of professional services by CONSULTANT under this Agreement will be in the form of written Purchase Orders issued and executed by COUNTY.

Section 3. Time for Completion. The services to be rendered by CONSULTANT will commence upon execution of this Agreement by the parties and must be completed by the end of the term of this Agreement.

Section 4. Fixed Fee Compensation and Payment.

(a) COUNTY shall compensate CONSULTANT for the professional services called for under this Agreement at a fixed fee in the amount of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) for the initial term of the Agreement. CONSULTANT shall perform all work required by the Scope of Services, but in no event will CONSULTANT be paid more than the negotiated fixed fee amount stated above.

(b) Payments will be made to CONSULTANT when requested as work progresses for services provided, but not more than once monthly. CONSULTANT may invoice amounts due based on the total required services actually performed and completed.

Section 5. Billing and Payment.

(a) CONSULTANT shall render to COUNTY at the close of each calendar month a properly dated and itemized invoice, including, but not limited to the following information:

- (1) The name and address of CONSULTANT;
- (2) Contract Number;

EXHIBIT C

**Section 5
Price Proposal**

PROJECT: State Legislative and Governmental Lobbying Services for Seminole County - RFP-603224-18/BJC

Name of Proposer: Southern Strategy Group of Orlando, LLC

Mailing Address: P.O. Box 10570

City/State/Zip: Tallahassee, FL 32302

Phone Number: (407) 850-5052 FAX Number: (407) 650-2069

E-mail Address: anderson@sostrategy.com

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including Addenda Nos. 1 through 1, on file for the rates hereinafter set forth.

The undersigned Proposer, declares that the only persons/parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY and will furnish Insurance Certificates. Proposer shall include all costs including, but not limited to general administrative overhead; fringe and benefits; profit; transportation of material to the project site; tools, equipment and related items; and all incidental necessary for the performance of the work.

COST PROPOSAL: The proposed annual fee shall be inclusive of all incidentals costs, such as services, materials, G&A, overhead and profit and all "out of pocket" expenses.

PROPOSED FIXED ANNUAL FEE: \$ 60,000 (Year 1)

PROPOSED FIXED ANNUAL FEE: \$ 60,000 (Year 2)

PROPOSED FIXED ANNUAL FEE: \$ 60,000 (Year 3)

PROPOSED FIXED ANNUAL FEE: \$ 60,000 (Year 4)

PROPOSED FIXED ANNUAL FEE: \$ 60,000 (Year 5)

There are no reimbursable expenses under this Agreement.