

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

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

Subject: Accepting a proposal and approving the award of a two-year agreement with Capitol Counsel LLC for Consulting, Federal Governmental Relations Services at a not to exceed contract amount of \$240,000; approving a transfer in the amount of \$20,000 from the balance of the General Fund Contingency (0001), to the Mayor’s Office Department, Mayor’s Office Division (020-1005); and approving an effective date.

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

The four proposals were received from:

<u>#</u>	<u>Offerors</u>	<u>Monthly Fee</u>
1.	Capitol Counsel LLC	\$15,000
2.	Gray Robinson, P.A.	\$6,000
3.	Holland & Knight, LLP	\$10,000
4.	Potomac Partners D.C. LLC	\$8,300

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

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

The proposals were evaluated based on the following criteria:

- Overall experience of the firm – 20 points
- Overall comprehensive experience with strategy development to identify, apply and secure federal grants – 5 points
- Principal Consultants and key staff’s qualifications and experience – 30 points
- Past performance on similar contracts – 25 points
- Cost or price – 20 points

Following the initial evaluation of the proposals Capitol Counsel LLC (“Capitol Counsel”) agreed to reduce their proposed fee to \$10,000 per month. Capitol Counsel shall provide all personnel, supervision, materials, facilities, and travel necessary to represent the City before the Federal Government (Congress and Executive Branch), its committees, and executive agencies. The goal of such representation will be to secure legislation and funding for programs, assist the City in developing a comprehensive strategy to identify, apply and secure federal grants, preserve funding for programs and projects that have been identified by the City, as well as to promote

grants, proposals, infrastructure implementation and investment process and other business before federal agencies.

The Procurement and Supply Management Department, in cooperation with Mayor's Office, recommends for award:

Capitol Counsel LLC (Washington, D.C.) \$240,000

The consultant has met the specifications and requirements of RFP No. 8357 dated May 3, 2022. This agreement will be effective for a term of two years beginning on August 1, 2022 through July 31, 2024 with two (2) one-year renewal options. Capitol Counsel currently provides similar services with The City of San Juan, PR, City of Richmond, VA, Colorado State University, and the County Executive Association.

Cost/Funding/Assessment Information: Funding for FY22 will be available after the approval of a transfer in the amount of \$20,000 from the balance of the General Fund Contingency (0001), to the Mayor's Office Department, Mayor's Office Division (020-1005). Following this transfer the remaining balance of the General Fund Contingency will be \$913,378. Funding for the future portion of the contract will be provided for in the future budgets subject to City Council approval.

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

Technical Evaluation
918-58 Consulting, Federal Governmental Relations

Summary Work Statement

The City received four proposals for RFP No. 8357 Consulting, Federal Governmental Relations Services. The successful offeror shall provide all personnel, supervision, materials, facilities, and travel necessary to represent the City before the Federal Government (Congress and Executive Branch), its committees, and executive agencies. The goal of such representation will be to secure legislation and funding for programs, assist the City in developing a comprehensive strategy to identify, apply and secure federal grants, preserve funding for programs and projects that have been identified by the City, as well as to promote grants, proposals, infrastructure implementation and investment process and other business before federal agencies.

The following proposals were received from:

1. Capitol Counsel LLC
2. Gray Robinson, P.A.
3. Holland & Knight LLP
4. Potomac Partners D.C. LLC

Evaluation Committee

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

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

Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Overall experience of firm – 20 points
- Overall comprehensive experience with strategy development to identify, apply, and secure federal grants – 5 points
- Principal consultants and key staff's qualifications and experience – 30 points
- Past performance on similar contracts – 25 points
- Cost or price – 20 points

Offerors' Profiles

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

Capitol Counsel LLC is headquartered in Washington, D.C. and was established in 2006. The firm has been providing federal advocacy and lobbying services for 15 years and employs 51 full time employees.

Strengths include: The designated staff is highly qualified and experienced. The proposal emphasized infrastructure implementation with a designated group within the firm, a key to accessing newly available federal grant funding which will fund public infrastructure projects.

The relationships they have established and the relevant experience are vital. Key staff is a bipartisan team with experience serving in past presidential administrations, and have established deep relationships with both Republican and Democratic members of Congress, and Federal agencies. Their knowledge and understanding of how to best position the City's priorities stand out in the proposal. They will use their expansive team to coordinate with the appropriate representative within the firm to advance the City's strategy.

They have deep experience with Federal Department of Transportation projects, This is critical for future planning considering the City's rapid growth. The City would be their only Florida public entity client, ensuring no other representation in the state when applying for competitive national funding streams. Their focus and efforts would be on what's best for the City without any competing interests from any other local public entities. Their collective team brings great value to their work within the context of the City's needs at this particular time. They addressed the City's Integrated Sustainability Plan and Water Resources Plan and showed knowledge and understanding of our local issues. They also addressed how the federal programs work along with Notice of Funding Opportunity. They demonstrated the timing and agility required to be in communication with the right people at the right time.

Weaknesses include: The proposal lacked a detailed policy advocacy strategy. They did not provide examples of Florida projects. The initial cost for their services was comparatively high, but was negotiated down to a competitive price. While their emphasis was on pursuing funding opportunities for infrastructure projects, more examples of lobbying activities would have been helpful.

The proposal meets the City's requirements.

Gray Robinson, P.A. is a C-Corporation professional association headquartered in Orlando, FL. This law firm was founded in 1970 and has been providing government consulting services for 52 years. Gray Robinson employs 517 people in 15 offices in Florida and Washington, D.C. The City has an existing relationship with them regarding Bond Council services.

Strengths include: The proposed team is well staffed. The proposal mapped out a comprehensive plan with proposed dates and times to accomplish various milestones. They have performed a significant number of reviews for grant applications. The proposal did address infrastructure and was detailed.

The fee is favorable to the City as the lowest proposed cost. The team includes a Tampa based government affairs advisor who is excellent.

Weaknesses include: The large number of Florida municipal clients means there could be competing interests for the same funding sources among Florida public entities. Their experience was more heavily related to state as opposed to representation at the Federal level. The proposal contained passive language such as develop and explore rather than stating what they will accomplish. The proposal was not strategic, but rather relied on the City to identify goals rather than taking the lead. The proposal was not strong from a bi-partisan perspective. The proposal was geared toward policy and legislative work more than securing funding for their clients.

The proposal meets the City's requirements.

Holland & Knight, LLP is a Brandon, FL based limited liability partnership comprised of multiple locations throughout the United States. Holland & Knight was established in Florida in 1968. Holland & Knight has 2,678 United States based attorneys and staff and has 31 offices throughout the world.

Strengths include: The overall experience of the firm is excellent. The firm is very large and can access expertise from a number of internal sources. The plan of action was detailed with timeframes included. They maintain a local presence with their headquarters in Brandon, FL. Their working relationship with the current administration is strong. Their track record is strong in regard to securing funding for infrastructure projects.

The organization chart included with the proposal was impressive, including a liaison for the White House, the House of Representatives, and the U.S. Conference of Mayors.

Addressed diversity in their proposal. This is important because federal grants usually require equity in the implementation by grantees.

Weaknesses include: They posed multiple exceptions to the base agreement included with the proposal. They represent many very large cities, counties, and special districts throughout the United States, including the City of Tampa and Hillsborough County. Given this situation, how much priority the City will have. The fee was on the higher side of the spectrum.

The proposal meets the City's requirements.

Potomac Partners D.C., LLC, is headquartered in Washington, D.C. The limited liability company was established in 2005. They provide federal legislative consulting and lobbying services primarily representing public entities.

Strengths include: The team is strong. They briefly addressed affordable housing in their proposal. A smaller firm who would presumably provide individual attention to our needs. Identified their role as a strategic partner. Something mentioned about contracted services?

Weaknesses include: The majority of their clientele are located in western states. Transportation is their focus, especially in California.

The proposal meets the City's requirements.

Deliberations

The proposals were initially evaluated solely by the evaluation committee, based on the evaluation criteria established in the RFP. On May 31 and June 7, 2022, the evaluation committee deliberated and discussed the strengths and weaknesses of the four proposals. They were rated as follows:

Rank	Firm
1.	Capitol Counsel, L.L.C.
2.	Potomac Partners, D.C., LLC
3.	Holland & Knight, LLP
4.	Gray Robinson, P.A.

Recommendation for Award

On May 31 and June 7, 2022, the evaluation committee convened to discuss the proposals and recommended Capitol Counsel LLC as the highest ranked offeror for Consulting, Federal Governmental Relations Services. The firm has met the requirements of RFP No. 8357 and the offer was determined to be the most advantageous to the City, taking into consideration their cost and the evaluation criteria set forth in the RFP.

Capitol Counsel, LLC was selected for the following reasons:

- The proposal emphasized infrastructure implementation with a designated group within the firm.
- They have established relationships and the relevant bipartisan experience.
- They can focus their efforts on the City's needs.
- Their collective team brings great value to their work within the context of the City's needs at this particular time.

AGREEMENT

THIS AGREEMENT, (“Agreement”) is made and entered into this ___ day of July, 2022, by and between Capitol Counsel LLC (“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. 8357 dated May 3, 2022 (“Document 1”)
 - (ii) Consultant’s email dated June 3, 2022 confirming reduction in monthly fee from \$15,000 to \$10,000 per month (“Document 2”)
 - (iii) Consultant’s proposal dated May 17, 2022
 - 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, 2024, 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 ten thousand dollars (\$10,000) 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 two hundred forty thousand dollars (\$240,000) for the initial Term (“Maximum 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 Price may be increased only in strict accordance with this Agreement.

B. The Maximum Price shall remain firm for the initial Term. If the Parties opt to renew this Agreement, any increase in the Maximum 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 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:

Capitol Counsel LLC
700 13th Street NW, 2nd Floor
Washington, D.C. 20005
Attn: Robert Diamond, Partner
Phone: 917-287-5849

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 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 Federal Government (Congress and Executive Branch), its committees, and executive agencies. 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.

CAPITOL COUNSEL LLC:

By: _____

Print: _____

Title: _____

CITY OF ST. PETERSBURG, FLORIDA:

ATTEST

(SEAL)

By: _____

Print: _____

Sign: _____

City Clerk (Designee)

Approved as to Form and Content:

City Attorney (Designee) 00629735

(Acknowledgment of Consultant)

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

By: _____

Print: _____

RESOLUTION NO. 2022-_____

A RESOLUTION APPROVING THE AWARD OF A TWO-YEAR AGREEMENT WITH TWO ONE-YEAR RENEWAL OPTIONS TO CAPITOL COUNSEL LLC FOR FEDERAL GOVERNMENTAL RELATIONS CONSULTING SERVICES FOR A CONTRACT AMOUNT NOT TO EXCEED \$240,000 FOR THE INITIAL TERM; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A TRANSFER IN THE AMOUNT OF \$20,000 FROM THE BALANCE OF THE GENERAL FUND CONTINGENCY (0001) TO THE MAYOR'S OFFICE DEPARTMENT, MAYOR'S OFFICE DIVISION (020-1005); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department issued RFP No. 8357 ("RFP") for consulting, federal governmental relations services dated May 3, 2022; and

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

WHEREAS, a cross-functional team from the Mayor's Office, City Administration, and the Budget and Management Department evaluated the proposals based on the criteria set forth in the RFP and recommended Capitol Counsel LLC for federal governmental relations consulting services; and

WHEREAS, Capitol Counsel LLC has met the specifications, terms and conditions of the RFP; and

WHEREAS, funding for services to be provided in fiscal year 2022 will be available after a transfer in the amount of \$20,000 from the balance of the General Fund Contingency (0001) to the Mayor's Office Department, Mayor's Office Division (020-1005); and

WHEREAS, funding for services to be provided in future fiscal years will be included in future proposed operating budgets; and

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Mayor's Office, recommends approval of this award.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of a two-year agreement with two one-year renewal options to Capitol Counsel LLC for federal governmental relations consulting services for a contract amount not to exceed \$240,000 for the initial term is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney's Office is authorized to make non-substantive changes to the agreement.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Agreement and all other documents necessary to effectuate this transaction.

BE IT FURTHER RESOLVED that there is hereby approved from the balance of the General Fund Contingency (0001), the following transfer for FY22:

<u>General Fund Contingency (0001)</u>	(\$20,000)
Mayor's Office Department,	
Mayor's Office Division (020-1005)	\$20,000

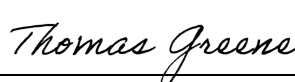
This resolution shall become effective immediately upon its adoption.

LEGAL:



00629846

DEPARTMENT:



BUDGET AND MANAGEMENT: