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**AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
STRATEGIC ADVISORY GROUP LLC  
FOR  
CONVENTION CENTER FEASIBILITY STUDY**

**THIS AGREEMENT** is effective as of the 18 day of NOV, 2014, by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida, (hereinafter the "CITY") and STRATEGIC ADVISORY GROUP LLC, a foreign limited liability company with principal offices at 3848 Saint Annes Court, Duluth, Georgia 30096 (hereinafter the "CONSULTANT"), for a downtown convention center feasibility study (hereinafter the "Project").

**RECITALS:**

**WHEREAS**, CITY prepared a Request for Proposal (P-25-14) for professional services for the Project; and

**WHEREAS**, CONSULTANT submitted a proposal to CITY and was selected by CITY as the best and most qualified applicant; and

**WHEREAS**, CITY and CONSULTANT have negotiated mutually satisfactory terms for the execution of the Project; now therefore

**IN CONSIDERATION** of the premises and of the mutual covenants and agreements hereinafter contained, CITY hereby engages CONSULTANT for the Project in accordance with the following:

## **ARTICLE 1: Engagement of CONSULTANT**

1.01. CITY hereby engages CONSULTANT and CONSULTANT hereby accepts said engagement for the purpose of providing to CITY professional services for the Project, as described in and according to the provisions of the "Scope of Services", attached hereto as **Exhibit A** and incorporated herein by this reference (the "Services").

1.02. If any services, functions, or responsibilities not specifically described in this Agreement are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Agreement and/or the Scope of Services. CONSULTANT shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services.

## **ARTICLE 2: Coordination and Services Provided by CITY**

CITY shall designate for the Services received a Project Coordinator who will, on behalf of CITY, coordinate with CONSULTANT and administer this Agreement according to the terms and conditions contained herein and in the exhibits attached hereto and made a part hereof. It shall be the responsibility of CONSULTANT to coordinate all Project-related activities with the designated Project Coordinator. CITY's Project Coordinator shall be: Thomas J. Daly, II (phone (904) 630-3572; TDaly@coj.net).

## **ARTICLE 3: Duration of Agreement, Termination and Default**

3.01. The term of this Agreement shall commence on the day and year first above written and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein until March 31, 2015, unless sooner terminated by either party, with

or without cause, by giving of not less than thirty (30) days' prior written notice to the other party to this Agreement.

3.02. Should either party default in its obligations under this Agreement, the non defaulting party shall provide written notice to the defaulting party of the default. The defaulting party shall be given ten (10) business days from receipt of the notice of default (or any such other amount of time agreed to by the parties in writing) to remedy the default. If the default is not remedied within such time frame, the non defaulting party may terminate this Agreement as provided in Section 3.01 hereof.

3.03. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, CITY may terminate this Agreement at any time in the event of loss of funding for any reason by giving CONSULTANT twenty-four (24) hours' oral notice with written confirmation following. In the event this Agreement is terminated, CONSULTANT shall be paid for any unpaid billings for all Services performed up to the date of receiving notice of termination, reasonable costs, and fees associated with an orderly close-out of the work to the extent authorized in writing by CITY.

3.04. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, in the event of a default, the non defaulting party shall be entitled to all available remedies at law or equity.

#### **ARTICLE 4. Meetings and Public Hearings**

CONSULTANT must attend all meetings and public hearings relative to the Services being performed by it where its presence is determined to be necessary and requested by CITY and CONSULTANT can reasonably schedule its appearance.

**ARTICLE 5: Delays**

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost due to such prevention or delay.

**ARTICLE 6: Suspension of Services**

CITY may suspend the performance of the Services rendered by providing five (5) days' written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Services, CONSULTANT shall resume the full performance of the Services when directed in writing to do so by the Project Coordinator. Suspension of Services for reasons other than CONSULTANT's negligence or failure to perform shall not affect CONSULTANT's compensation as outlined in this Agreement.

**ARTICLE 7: Payments for Services of CONSULTANT**

7.01. CITY will compensate CONSULTANT for the Services rendered hereunder in accordance with the following terms:

7.01.01. CONSULTANT's professional fees shall be billed monthly for Services provided the previous month, using invoices and such other documentation satisfactory to CITY to allow and authorize payment. Each such invoice shall include the amount of payment requested, the amount previously paid, the total contract value, the percent completed since the last invoice, the total percent completed to date, and any other such information as may be

reasonable and necessary to secure the written approval of the invoice by CITY's Project Coordinator. Each invoice shall contain a statement that it is made subject to the provisions and penalty of Section 837.06, Florida Statutes. Payments shall be made within forty-five (45) days after receipt of said invoices or other documentation by CITY. Neither travel nor travel-related expenses are contemplated or included in this Agreement.

7.01.02. The maximum indebtedness of CITY for all fees, reimbursable items, or other costs for Services provided by CONSULTANT pursuant to this Agreement shall not exceed the sum of SIXTY THOUSAND AND 00/100 DOLLARS (\$60,000.00) for the term of this Agreement.

7.02. CITY's obligations under this Agreement are contingent upon the availability of lawfully appropriated funds for the Project and this Agreement.

#### **ARTICLE 8: Indemnity**

8.01. CONSULTANT, and without limitation its employees, agents, and sub-consultants, (individually or collectively referred to as the "Indemnifying Parties"), shall hold harmless, indemnify, and defend CITY, including without limitation its officers, officials, directors, employees, representatives, and agents (individually or collectively the "Indemnified Parties") from and against:

8.01.01. General Tort Liability, including without limitation any and all claims, actions, losses, damages, injuries, liabilities, costs, and expenses of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property arising out of or incidental to the Indemnifying Parties' performance of this

Agreement or work performed hereunder;

8.01.02. Environmental Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs of cleanup, containment, or other remediation ongoing monitoring, and all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) arising from or in connection with: (a) the Indemnifying Parties' actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to the Indemnifying Parties' activities; (b) any environmental, health, and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Agreement by the Indemnifying Parties at any time on or prior to the Effective Date; or, (c) any bodily injury (including illness, disability, and death, regardless of when any such bodily injury occurred, was incurred, or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction, deprivation of the use of real property, diminution of value, and stigma damages), or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Indemnifying Parties. CITY will be entitled to control any remedial action and any proceeding relating to an environmental claim;

8.01.03 Intellectual Property Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not

limited to court costs, reasonable expert witness fees, and attorney's fees) arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services constitutes an infringement of any copyright, patent, trade secret, or any other intellectual property right, and will pay all costs (including but not limited to attorney's fees and court costs), damages, charges, and expenses charged to the Indemnified Parties by reason thereof. If in any suit or proceeding the Services or any product generated by the Services is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall immediately make every reasonable effort to secure for the Indemnified Parties a license authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to CITY so that the Service or product is non-infringing;

8.01.04. Violation of Laws Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules, or regulations by the Indemnifying Parties or those under their control; and

8.01.05. Liability from Breach of Representations, Warranties, and Obligations, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation

and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) which may be incurred by, charged to, or recovered from any of the foregoing arising directly or indirectly out of (a) any breach of any representation or warranty made by the Indemnifying Parties in connection with this Agreement or in any certificate, document, writing, or other instrument delivered by the Indemnifying Parties pursuant to this Agreement or (b) any breach of any covenant or obligation of the Indemnifying Parties set forth in this Agreement or any other certificate, document, writing, or other instrument delivered by the Indemnifying Parties pursuant to this Agreement.

8.02. The indemnifications in Section 8.01. are separate and apart from, and are in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This Article 8 relating to indemnification shall survive the term of this Agreement and any holdover and/or contract extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

#### **ARTICLE 9: Insurance**

9.01. Without limiting its liability under this Agreement, CONSULTANT shall procure prior to commencement of work and maintain at its sole expense during the term of this Agreement (and shall require its subcontractors of any tier, laborers, materialmen, and suppliers to provide, as applicable) insurance of the types and limits in amounts no less than those stated below, and prior to commencement of work provide a certificate (with applicable endorsements) on a form that is acceptable to CITY's Division of Risk Management evidencing the following required coverages:





**Schedule**

Worker's Compensation  
Employer's Liability

**Limits**

Florida Statutory Coverage  
\$100,000 Each Accident  
\$500,000 Disease Policy Limit  
\$100,000 Each Employee/Disease

CONSULTANT's workers' compensation insurance shall cover CONSULTANT (and to the extent its subcontractors of any tier are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, coverage is to be included for the Federal Employers' Liability Act, USL&H, Jones, and any other applicable federal or state law.

Commercial General Liability - (Form CG0001)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those approved in writing by CITY's

Division of Risk Management.

Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products/Completed Ops Aggregate
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$50,000	Fire Damage
	\$5,000	Medical Expenses

Automobile Liability (coverage for all automobiles- owned, hired, or non-owned)	\$1,000,000	Each Occurrence – Bodily Injury and Property Damage Combined
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ISO Form CA0001 as filed form use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida or equivalent manuscript form must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability	\$1,000,000 Per Claim \$2,000,000 Aggregate
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Professional Liability coverage will be provided on an Occurrence Form or a Claim Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claim Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

9.02. Waiver of subrogation. All insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of CITY and CITY's members, officials, officers, employees, and agents.

9.03. Additional Insured. All insurance except Workers' Compensation and Professional Liability shall be endorsed to name CITY and CITY's members, officials, officers, employees, and agents. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and for Automobile Liability no more restrictive than CA2048; endorsements will be provided to, reviewed, and approved by CITY's Division of Risk Management prior to commencement of work.

9.04. CONSULTANT's Insurance Primary. The insurance provided by CONSULTANT shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by CITY or a CITY member, official, officer, employee, or agent.

9.05. Deductible or Self-Insured Retention Provisions. Except as authorized in this Agreement, the insurance maintained by CONSULTANT shall apply on a first dollar basis without application of a self-insurance, deductible, or self-insured retention. Except as authorized specifically in this Agreement, no self-insurance, deductible, or self-insured retention for any required insurance provided by CONSULTANT pursuant to this Agreement will be allowed. If there is any self-insurance, deductible, or self-insured retention for any required insurance, CONSULTANT shall be responsible for paying on behalf of CITY (and any other person or organization CONSULTANT has agreed in this Agreement to include as an insured for the required insurance) any self-insurance, deductible, or self-insured retention allowed under this paragraph. CITY will not be responsible for any self-insurance, deductibles, or self-insured retentions under this Agreement.

9.06. CONSULTANT's Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of CONSULTANT or its subconsultants, subcontractors, employees, or agents to CITY or others. Any remedy provided to CITY or CITY's members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

9.07. No Waiver by CITY Approval or Disapproval. Neither CITY's approval of, nor failure to disapprove, the insurance provided by CONSULTANT shall relieve CONSULTANT of CONSULTANT's full responsibility to provide insurance as required under this Agreement.

9.08. Each policy shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of CITY. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better. Prior to commencing any work on the Project, CONSULTANT shall furnish CITY Certificates of Insurance approved by CITY's Division of Risk Management demonstrating the maintenance of said insurance. CONSULTANT shall provide an endorsement issued by the insurer to provide CITY thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. In the event CONSULTANT is unable to obtain such endorsement, CONSULTANT agrees to provide CITY thirty (30) days' written notice directly. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide CITY with renewal or replacement evidence of insurance with the above minimum requirements no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

9.09. Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY's Division of Risk Management, if requested to do so by CITY, CONSULTANT shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified, complete copy of the policies of insurance providing the coverages required herein.

9.10. Anything to the contrary notwithstanding, the liabilities of CONSULTANT under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any

expiration or termination of insurance coverage. Neither approval of, nor failure to disapprove, insurance furnished by CONSULTANT shall relieve CONSULTANT or its sub-contractors of any tier from the responsibility to provide insurance as required by this Agreement.

9.11. Depending upon the nature of any aspect of the Project and its accompanying exposures and liabilities, CITY may, at its sole option, require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that CITY also be named as an additional insured.

#### **ARTICLE 10: Accuracy of Work**

10.01. In providing the Services under this Agreement, CONSULTANT, including its officers, employees, agents, and subcontractors, shall exercise that degree of skill and care required by customarily accepted good practices and procedures for the performance of the same or similar services. CONSULTANT shall be responsible for the accuracy of its work, including work by any subcontractors, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of CONSULTANT or subcontractors at no additional compensation. Acceptance of the work by CITY shall not relieve CONSULTANT of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

10.02. At any time during the provision of Services under this Agreement, or during any phase of work performed by others based on data furnished by CONSULTANT under this Agreement, CONSULTANT shall confer with CITY for the purpose of interpreting the information furnished and/or correcting any errors and/or omissions made by CONSULTANT. CONSULTANT shall prepare all drawings or data to correct its errors and/or omissions without

added compensation even though final payment may have been received therefor.

10.03. CONSULTANT shall be and remain liable in accordance with applicable law and shall indemnify, hold harmless, and defend CITY from all damages to CITY caused by CONSULTANT's breach of contract or its negligent performance of any Services under this Agreement. CONSULTANT shall not be responsible, however, for any time delays in the Project caused by circumstances beyond CONSULTANT's control.

#### **ARTICLE 11: Nonwaiver**

11.01 Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, the CITY's payment for the services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either party from its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

#### **ARTICLE 12: Ownership of Documents and Equipment**

12.01 CONSULTANT agrees that upon completion of the Services, all drawings, designs, specifications, renderings, notebooks, tracings, photographs, negatives, reports, findings, recommendations, software, source codes, data, and memoranda of every description arising out of or relating to the services rendered by CONSULTANT under this Agreement are to become the property of CITY, as well as all reference books, equipment, expendable equipment, and materials purchased with Project funds. The use of these materials in any manner by CITY

shall not support any claim by CONSULTANT for additional compensation. CONSULTANT shall have no liability to CITY for damages, claims, and losses, including defense costs, arising out of any use of the aforementioned documents for any purpose other than as set forth in this Agreement without the written authorization of CONSULTANT.

**ARTICLE 13: Compliance with State and Other Laws/Licenses and Certifications**

13.01 In the provision of the Services, CONSULTANT must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes, (the Florida Sunshine Law). Such laws, rules, regulations, and ordinances must also include but are not limited to obtaining and maintaining all licenses and certifications that are required to perform the Services contemplated in this Agreement in the City of Jacksonville, State of Florida. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

**ARTICLE 14: Non-discrimination Provisions**

14.01 In conformity with the requirements of Section 126.404, *Ordinance Code*, CONSULTANT represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age, or handicap in all areas of employment relations throughout the term of this Agreement. CONSULTANT agrees that on written request it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data



and records by the Executive Director of the Community Relations Commission or successor agency or commission for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Agreement; provided however, that CONSULTANT shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written. CONSULTANT agrees that if any of the Services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Article 14 shall be incorporated into and become a part of the subcontract.

**ARTICLE 15: Equal Employment Opportunity**

15.01 The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations, and the Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. If CONSULTANT is exempt from any of the above-cited terms, written evidence of such exempt status must be provided to CITY.

**ARTICLE 16: Contingent Fees Prohibited**

16.01 In conformity with Section 126.306, *Ordinance Code*, CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or any other

consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, CITY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**ARTICLE 17: Truth in Negotiation NA**

**ARTICLE 18: Independent Contractor**

18.01 In the performance of this Agreement, CONSULTANT shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of CITY. CONSULTANT shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized in the full performance of this Agreement.

**ARTICLE 19: Retention of Records/Audit**

19.01. CONSULTANT must establish and maintain books, records, contracts, subcontracts, papers, financial records, supporting documents, statistical records, goods, services, and all other documents, in whatsoever form or format, including but not limited to electronic storage media, (for purposes of this ARTICLE 19, hereinafter referred to as the "Records") sufficient to reflect all receipt and expenditures of funds provided by CITY under this Agreement.

19.02. CONSULTANT must retain all Records pertinent to this Agreement for a period of six years after completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of six years, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement at no additional cost to CITY. Records shall be retained for longer periods when the retention period

exceeds the time frames required by law or ordinance.

19.03. Upon demand, at no additional cost to CITY, CONSULTANT must facilitate the duplication and transfer of any Records during the required retention period in Section 19.02 hereof.

19.04. CONSULTANT must provide these Records at all reasonable times for inspection, review, copying, or audit by CITY.

19.05. At all reasonable times for as long as the Records are maintained, CONSULTANT must allow persons duly authorized by CITY to have full access to and the right to examine any of the Records, regardless of the form in which kept.

19.06. CONSULTANT, at its sole and exclusive cost and expense, must provide audits or reports as requested by CITY and must insure that all related party transactions are disclosed to the auditor.

19.07. CONSULTANT must comply and cooperate immediately with any inspections, reviews, and investigations deemed necessary by CITY.

19.08. CONSULTANT must permit CITY to interview any employees, subcontractors, and subcontractor employees of CONSULTANT to assure CITY of the satisfactory performance of the terms and conditions of this Agreement. Following such review, if performance of CONSULTANT is, in the opinion of CITY, deficient, CITY will deliver to CONSULTANT a written report of the deficiencies and a request for development by CONSULTANT of a corrective action plan. CONSULTANT hereby agrees to prepare and submit to CITY said corrective action plan within ten (10) days of receiving CITY's written report. Thereafter, CONSULTANT must correct all deficiencies in the corrective action plan within ten (10) days of

CITY's receipt of the corrective action plan.

19.09. All reports, audits, and other information provided by CONSULTANT pursuant to this section shall contain the following statement: "The information provided to the City of Jacksonville in this submittal is submitted under penalties of perjury, under Section 837.06, Florida Statutes."

19.10. To the extent that CONSULTANT uses subcontractors in the performance of the Services under this Agreement or assigns this Agreement with prior CITY consent, CONSULTANT must include the aforementioned audit, inspections, investigations, and record keeping requirements in all subcontracts and assignments.

**ARTICLE 20: Governing State Law/Severability/Venue**

The rights, obligations, and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

**ARTICLE 21: Article Headings**

Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

**ARTICLE 22: Construction**

Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore any doubtful or ambiguous provisions

contained herein shall not be construed against the party who physically prepared this Agreement.

**ARTICLE 23: Successors and Assigns/Personal Liability**

CITY and CONSULTANT each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement, and any assignment or transfer by CONSULTANT of its interests in this Agreement without the prior written consent of CITY shall be void, in the sole discretion of CITY. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of CITY.

**ARTICLE 24: Notice**

24.01 All notices under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

24.01. As to the CITY:

Thomas J. Daly, II, Esq.  
Real Estate Analyst  
City of Jacksonville – Downtown Investment Authority  
117 West Duval Street, Suite 310

Jacksonville, Florida 32202

24.02. As to the CONSULTANT:

Daniel Fenton  
Executive Vice President  
Strategic Advisory Group  
13390 Middle Canyon Road, Suite 100  
Carmel Valley, California 93924  
Phone: (831) 298-7215 (o); ((408) 309-3450 (c)  
[www.strategicadvisorygroup.net](http://www.strategicadvisorygroup.net)

**ARTICLE 25: CONSULTANT Defined**

As used herein, the term “CONSULTANT” shall include, but not be limited to STRATEGIC ADVISORY GROUP LLC, its respective officers, employees, agents, subcontractors, and other persons, firms, partnerships, corporations, or entities working for it or on its behalf.

**ARTICLE 26: Ethics in Professional Service Agreements**

CONSULTANT represents that it has reviewed the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Ordinance Code*.

**ARTICLE 27: Conflict of Interest**

The parties will follow the provisions of Section 126.112, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with CITY, to the extent the parties are aware of the same.

**ARTICLE 28: Public Entity Crimes Notice**

The parties are aware and understand that a person or affiliate who has been placed on the State of Florida Convicted Vendor List following a conviction for a public entity crime may not: submit a bid on a contract to provide any goods or services to a public entity; submit a bid on a contract with a public entity for the construction or repair of a public building or public work; submit bids on leases of real property to a public entity; be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or, transact business with any public entity in excess of \$35,000.00 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

## **ARTICLE 29: Entire Agreement/Amendments**

29.01. This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by CONSULTANT hereunder. No statement, representation, writing, understanding, agreement, course of action, or course of conduct made by either party or any representative of either party which is not expressed herein shall be binding.

29.02. All changes to, additions to, modifications of, or amendments to this Agreement or any of the terms, provisions and conditions hereof shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

## **ARTICLE 30: Prompt Payment**

30.01. *Generally.* When CONSULTANT receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by CONSULTANT, CONSULTANT shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after CONSULTANT's receipt of payment from CITY. Nothing herein shall prohibit CONSULTANT from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, CONSULTANT may dispute the disputed portion of any such payment only after CONSULTANT has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to CITY and said subcontractor or supplier within ten (10) calendar days after CONSULTANT's receipt of payment from CITY. CONSULTANT shall pay all undisputed amounts due within the time

limits imposed by this section.

30.02. *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6, *Ordinance Code*, CONSULTANT shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises (“JSEB”) and Minority Business Enterprises (“MBE”), as defined therein, their pro rata share of their earned portion of the progress payments made by CITY under this Agreement within seven (7) business days after CONSULTANT’s receipt of payment from CITY (less proper retainage). The pro rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to CONSULTANT, CONSULTANT shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that CONSULTANT has made proper payments to its certified JSEB’s or MBE’s from all prior payments CONSULTANT has received from CITY. CONSULTANT shall not unreasonably withhold payments to certified JSEB’s and MBE’s if such payments have been made to CONSULTANT. If CONSULTANT withholds payment to its certified JSEB’s or MBE’s, which payment has been made by CITY to CONSULTANT, CONSULTANT shall return said payment to CITY. CONSULTANT shall provide notice to CITY and to the certified JSEB’s or MBE’s whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to CITY and said JSEB’s or MBE’s within five (5) calendar days after CONSULTANT’s receipt of payment from CITY. CONSULTANT shall pay all undisputed amounts due within the time limits imposed in this section. The failure to pay undisputed



amounts to the JSEB's or MBE's within seven (7) business days shall be a breach of this Agreement compensable by one per-cent (1%) of the outstanding invoice's being withheld by CITY, not as a penalty but as liquidated damages to compensate for the additional contract administration by CITY.

30.03. *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third party or create any CITY liability for CONSULTANT's failure to make timely payments hereunder. However, CONSULTANT's failure to comply with the Prompt Payment requirements shall constitute a material breach of CONSULTANT's contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against CONSULTANT, may issue joint checks and charge CONSULTANT a 0.2% daily late payment interest charge or the charges specified in Chapter 126, *Ordinance Code*, for JSEB's or MBE's and in Chapter 218, Florida Statutes, for non-JSEB's or non-MBE's, whichever is greater.

#### **ARTICLE 31: Incorporation by Reference**

The "Whereas" recitals at the beginning of this Agreement are true and correct and are made a part hereof and are incorporated herein by this reference. Similarly, all exhibits and other attachments to this Agreement that are referenced in this Agreement are made a part hereof and are incorporated herein by this reference.

#### **ARTICLE 32: Order of Precedence**

In the event of any conflict between or among the provisions of this Agreement and those of any exhibit attached hereto or of any amendment, the priority, in decreasing order of

precedence shall be: 1) fully executed amendment; 2) provisions in this Agreement; and 3) exhibits to this Agreement.

**ARTICLE 33: Counterparts**

This Agreement and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

**[Remainder of page left blank intentionally. Signature page follows immediately.]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the

day

and year first above written.

ATTEST:

By James R. McCain, Jr.  
James R. McCain, Jr.  
Corporation Secretary



CITY OF JACKSONVILLE

By Alvin Brown  
Alvin Brown  
Mayor  
Chief Administrative Officer  
For Mayor Alvin Brown  
Under Authority of:

In accordance with Section 24.103(e) of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement, and that provision has been made for the payment of monies provided therein to be paid.

C. Ronald Belton  
Director of Finance  
CITY Contract Number: 10060  
BT

Form Approved:

James R. McCain, Jr.  
Office of General Counsel

WITNESS:

STRATEGIC ADVISORY GROUP LLC

By \_\_\_\_\_  
Signature

By [Signature]  
Signature

\_\_\_\_\_  
Type/Print Name

Daniel Fenton  
Type/Print Name

\_\_\_\_\_  
Title

Principal, Strategic Advisory Group  
Title



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/09/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AUTOMATIC DATA PROCESSING INSURANCE AGCY INC 1 ADP BLVD MS 325 ROSELAND, NJ 07068 (877) 677-0428	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (877) 677-0428		<b>FAX (A/C, No):</b> (877) 677-0430
	<b>E-MAIL ADDRESS:</b> spcblcadp@travelers.com		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A :</b> TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA			
<b>INSURER B :</b>			
<b>INSURER C :</b>			
<b>INSURER D :</b>			
<b>INSURER E :</b>			
<b>INSURER F :</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:** 740629056331282                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> ... OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COM/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABIL</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENT						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<b>WORKERS COMPENSA AND EMPLOYERS' LIAB</b> ANY PROPRIETOR/PART OFFICER/MEMBER EXCL (Mandatory in NH) If yes, describe under DESCRIPTION OF OPER				/2014	04/13/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

*Certificates of Insurance*

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) FOR INFORMATIONAL PURPOSES ONLY

<b>CERTIFICATE HOLDER</b> CITY OF JACKSONVILLE ATTN: TOMAS DALY 117 WEST DUVAL ST. JACKSONVILLE, FL 32202	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Mary J. Swan</i>
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# CERTIFICATE OF LIABILITY INSURANCE

JSW  
UOBBDATE (MM/DD/YYYY)  
10/9/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> WELLS FARGO INS/SVNNAH ORG/PHS 263926 P: (866) 467-8730 F: (888) 443-6112 PO BOX 29611 CHARLOTTE NC 28229	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance	
<b>INSURED</b> STRATEGIC ADVISORY GROUP 3848 SAINT ANNES CT DULUTH GA 30096	INSURER B: Hartford Underwriters Ins Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab			20 SBA NY5443	04/13/2014	04/13/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			20 SBA NY5443	04/13/2014	04/13/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			RTP0002012	11/01/2013	11/01/2014	\$1,000,000/\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**

City of Jacksonville, Florida  
 Attn: Thomas J. Daly  
 117 W DUVAL ST STE 310  
 JACKSONVILLE, FL 32202

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
 AUTHORIZED REPRESENTATIVE

*Tom Taylor*

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