

**RESOLUTION NO 2025 - 029**  
**CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND SUNRISE CONSULTING GROUP FOR GOVERNMENT AFFAIRS CONSULTING SERVICES TO ASSIST IN THE CREATION OF, AND ADVOCACY FOR, THE LEGISLATIVE AND REGULATORY PRIORITIES OF THE CITY TO THE FLORIDA LEGISLATURE; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City (“City”) has a need for government affairs consulting services to assist in the creation of, and advocacy for, the legislative and regulatory priorities of the City to the Florida Legislature (the “Services”); and

**WHEREAS**, the City has made diligent inquiry and determined Sunrise Consulting Group (the “Vendor”) possesses unique and necessary knowledge and experience to complete the Services; and

**WHEREAS**, the Vendor and the City desire to further the Services by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the “Agreement”); and

**WHEREAS**, engaging the Vendor’s to provide Services is in the public interest and in the interests of the City; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the Services in the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of March, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

## SERVICES AND PERFORMANCE AGREEMENT

THIS Services and Performance Agreement (“Agreement”) is entered into as of the date last signed below between Sunrise Consulting Group (“SCG”), of 5957 Riviera Lane, New Port Richey, Florida 34655; and the City of Lake City, Florida (“City”), a political subdivision of the State of Florida, of 205 N. Marion Ave. Lake City, FL 32055.

WHEREAS, the City is engaging the consulting services of SCG as further described herein.

ACCORDINGLY, the parties agree:

1. **Engagement Period.** The City hereby engages SCG for state government consulting services for a period of one (1) year (the “Engagement Period”) commencing on March 17, 2025,. Thereafter, the Agreement may be renewed for successive periods upon written agreement of the parties.
2. **Performance of Duties.** SCG’s duties will include, but are not limited to, the following:
  - Providing comprehensive state government consultation services of a lobbyist and assisting in the creation of, and advocacy for, the legislative and regulatory priorities of the City.
  - Assisting the City in creating and evaluating priorities and strategies for the successful advocacy of the City’s positions.
  - Identifying the key issues and challenges the City encounters, and assisting in creating strategies to address issues and challenges.
  - Devising an advocacy strategy tailored for the City’s unique issues.
  - Keeping the City’s executive staff and elected leadership apprised of all pending legislative bills that relate to the priorities of the City.
  - Working to draft, file, and advocate for legislation on behalf of the City.
  - Coordinating meetings for the City with legislators, legislative staff, and relevant executive branch decision makers.
  - Supporting the City’s executive staff and elected leadership during internal meetings, as needed.
  - Tracking legislation and budgetary items that are important to the City.
  - Provide the City with a report for each week of Florida’s legislative session with items relevant to the City’s advocacy goals.
3. **Communication.** SCG will be available to meet with the City, in the City of Lake City, at least annually. SCG will also use email, zoom, telephone, or additional in-person meetings to communicate with the City. SCG may ask to schedule a zoom meeting or a conference call as information becomes available or develops regarding updated information on any impacts concerning the City. SCG shall promptly communicate with the City when important

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information becomes available.

4. **Commitments.** SCG will not make, agree to, or execute any agreements or commitments on behalf of the City without the prior consent of the City.
5. **Compensation.** SCG shall receive the following during the Engagement Period:
  - a) **Retainer:** **SCG's annual compensation for the one (1) year period of this Agreement commencing on March 17, 2025, will be \$45,000 USD, which shall be payable in monthly installments of \$3,750 USD. With respect to the date in which this agreement becomes effective or terminates, there shall be an appropriate proration of the monthly fee on the basis of the number of days that the agreement is in effect during such month.**
  - b) **Payment:** SCG shall send an invoice on the first day of each month. **Invoices shall be emailed to the contact provided by the City.** Payment shall be made by the City no later than thirty days upon receipt. All payments shall be remitted to Sunrise Consulting Group at 5957 Riviera Lane, New Port Richey, Florida 34655.
  - c) **Monthly Costs:** Out-of-pocket costs directly attributable to the performance of this work may be billed in addition to the retainer. These costs may include travel and other expenses incurred on behalf of the City. No monthly costs in addition to the retainer payment provided for in 5(a) will be invoiced without the City's prior written approval.
6. **Representations and Warranties.** SCG represents and warrants the following:
  - a) **Direct Conflict with Other Clients:** SCG shall not retain a client during our engagement period that has a direct adversarial conflict of interest with the priorities of the City. At the execution of this Agreement, SCG warrants that it does not have any clients that have a conflict of interest with the City.
  - b) **Compliance with Law:** SCG shall at all times comply with applicable laws and regulations in the performance of its duties, including but not limited to laws related to state lobbyist registration.
7. **Confidentiality.** During and after the Engagement Period, (i) SCG shall not divulge, directly or indirectly, any secret or confidential information or knowledge (whether oral, written or electronic) pertaining to the business of the City, or its subsidiaries, obtained by SCG while engaged by the City and (ii) shall use such information or knowledge solely for the representation of the City in SCG's performance of services under this Agreement. Upon the conclusion of the engagement, if requested by the City, SCG shall return to the City all documents provided by the City to SCG.
8. **Public Records.** SCG shall generally comply with Florida's public records laws, and specifically

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SCG shall:

- a) Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.
- b) Upon request from the City's custodian of public records, provide 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if SCG does not transfer the records to the City.
- d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the SCG or keep and maintain public records required by the City to perform the service. If the SCG transfers all public records to the City upon completion of this Agreement, the SCG shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SCG keeps and maintains public records upon completion of this Agreement, the SCG shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**If the SCG has questions regarding the application of Chapter 119, Florida Statutes, to the SCG's duty to provide public records relating to this contract, contact Audrey E. Sikes, City Clerk, City of Lake City Custodian of Public Records at (386) 719-5756, Clerk@LCFLA.com, 205 North Marion Avenue, Lake City, Florida 32055.**

9. **Audit.** SCG shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to examine and/or audit such records.
10. **Compliance with Laws.** SCG shall comply with all applicable federal, state, City and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits, licenses, registrations, and certificates

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where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

11. **Public Entities Crimes.** SCG is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to City that SCG is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. **Liability and Insurance.**

- a) **Insurance.** SCG shall comply with the insurance requirements set out in Exhibit A, attached hereto and incorporated herein by reference.
- b) **Indemnification.** SCG agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of SCG; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.
- c) **Liability.** Neither the City nor SCG shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the City nor SCG shall be obligated by or have any liability under any agreements or representations made by the other not expressly authorized hereunder. The City shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by SCG of its business, whether caused by SCG's negligence or willful action or failure to act.
- d) **SCG's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon SCG or SCG's assets, or upon the City in connection with Services performed or business conducted by SCG. Payment of all

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such taxes and liabilities shall be the responsibility of SCG

13. **City's Funding.** The Agreement is not a general obligation of the City. It is understood neither this Agreement nor any representation by any City employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the City, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the City for any or all of this Agreement, the City shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The City agrees to promptly notify SCG in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the City.
14. **E-Verify.** As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., SCG and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
  - a) SCG shall require each of its subcontractors to provide SCG with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. SCG shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
  - b) The City, SCG, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
  - c) The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but SCG otherwise complied, shall promptly notify SCG and SCG shall immediately terminate the contract with the subcontractor.
  - d) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. SCG acknowledges that upon termination of this Agreement by the City for a violation of this section by SCG, SCG may not be awarded a public contract for at least one (1) year. SCG further acknowledges that SCG is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
  - e) SCG or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. SCG shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

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15. **Cancellation.** Either party may terminate this Agreement for convenience upon 30 days' notice to the party.
  16. **Modification.** No provision of this Agreement can be modified or amended, waived, or discharged unless such modification or amendment, waiver, or discharge is agreed to in writing by both parties.  

Parties may renegotiate the terms of SCG's engagement at any time, but changes must be in writing, attached to the Agreement, and signed by both parties.
  17. **Assignment.** No party may assign its rights without the written consent of the other party except that the City may assign this Agreement to any successor to the City's stock, business, or assets. The non-assigning party will not unreasonably withhold consent.
  18. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Columbia County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than the jurisdiction specified in this section. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.
  19. **Costs of Legal Actions and Attorneys' Fees.** Except as otherwise set forth in this Agreement, including in any exhibits or addenda hereto, in any legal action between the parties hereto arising from this Agreement, an award for costs of litigation, including, but not limited to court costs and reasonable attorney fees, shall be made against the non-prevailing party to the prevailing party in such legal action, and such award shall including those fees incurred as a result of an appeal.
  20. **Delegation.** No party may delegate its performance without the written consent of the other party.
  21. **Personnel.** SCG will assign Andrew Kalel for the engagement provided herein. Staff in addition to Andrew Kalel may be assigned at SCG's discretion. There shall not be any substitution of personnel without the prior written consent of the City.
  22. **Time is of the Essence.** Time is of the essence with respect to SCG'S performance of its services hereunder.

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23. **Notices.** All required notices, requests, demands, and other communications shall be made in writing as necessary and shall be either personally delivered, mailed certified or registered mail (postage prepaid, return receipt requested), or sent via nationally recognized overnight delivery service, to either the City or SCG, as appropriate, at the addresses stated in hereinafter, and shall be deemed to have been given on the date of actual delivery.

City: **The City of Lake City, Florida.**  
Attn: **Don Rosenthal**  
205 N Marion Ave,  
Lake City, FL 32055

SCG: **Sunrise Consulting Group**  
Attn: **Shawn Foster**  
5957 Riviera Lane  
New Port Richey, FL 34655

24. **Entire Agreement.** This Agreement reflects the entire understanding between the parties. Any written, printed, or other materials which the City provides to SCG that are not incorporated in this Agreement do not constitute a term or condition of this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement of as the date written above.

**City of Lake City, Florida**

**Sunrise Consulting Group**

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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\_\_\_\_\_  
Noah E. Walker, Mayor

\_\_\_\_\_  
Shawn Foster, President

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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\_\_\_\_\_  
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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\_\_\_\_\_  
Clay Martin, City Attorney

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## **Exhibit "A"**

### **Insurance Requirements**

\*Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

\*Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

\*Statutory Workers Compensation insurance as required by the State of Florida.

**\*\*\* Certificate must state City of Lake City as Certificate Holder \*\*\***

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