



**LEE COUNTY**  
SOUTHWEST FLORIDA  
BOARD OF COUNTY COMMISSIONERS

John E. Manning  
District One

Cecil L. Pendergrass  
District Two

Larry Kiker  
District Three

Brian Hamman  
District Four

Frank Mann  
District Five

Roger Desjarlais  
County Manager

Richard Wesch  
County Attorney

Donna Marie Collins  
County Hearing  
Examiner

(239) 533-5450

March 27, 2014

Mr. Salvatore Dickinson  
Dickinson & Associates, Inc.  
P.O. Box 61919  
Fort Myers, FL 33908-1812

SUBJECT: RFP140017 FERTILIZER EDUCATION/OUTREACH PROGRAM

ENCLOSURE (1): Executed Copy of Service Provider Agreement

ENCLOSURE (2): Professional Services Invoice Statement

Dear Mr. Dickinson:

Enclosed is your executed copy of the Professional Services Agreement for the project known as "Fertilizer Education/Outreach Program".

The Contract No. is **6707** and must be on all invoices.

If you should have any questions, please contact our office at the above number.

Sincerely,  
PROCUREMENT MANAGEMENT

*Diana Khan*

Diana Khan  
Procurement Manager

C: [Financeonbase@leeclerk.org](mailto:Financeonbase@leeclerk.org)  
Kurt Harclerode  
Elin Clemons  
Project File

**SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT is made and entered into this 7th day of January, 2014, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and Dickinson & Associates, Inc. hereinafter referred to as the "PROVIDER".

**WITNESSETH**

**WHEREAS**, the COUNTY desires to obtain the services of said PROVIDER as further described herein referred to as **RFP140017 Fertilizer Education/Outreach Program**, and,

**WHEREAS**, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

**WHEREAS**, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

**NOW, THEREFORE**, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

**ARTICLE 1.0 - SCOPE OF SERVICES**

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", dated January 7, 2014, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

**ARTICLE 2.0 - DEFINITIONS**

2.1 COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the COUNTY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the COUNTY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

### ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

### 3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

(2) County's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS.

The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the COUNTY any cost estimates, the PROVIDER, by exercise of his experience and judgement shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.8 ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a description of (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the ADDITIONAL SERVICES.

ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B" dated January 7, 2014, which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The COUNTY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

#### 4.3 METHOD OF PAYMENT.

##### (1) MONTHLY STATEMENTS.

The PROVIDER shall be entitled to submit not more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S).

##### (2) PAYMENT SCHEDULE.

The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY. In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

## ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.02 TIME OF PERFORMANCE. The PROVIDER agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", dated January 7, 2014, entitled "SCHEDULE OF PERFORMANCE", which EXHIBIT "C" is attached hereto and made a part of this Agreement.

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance. Upon receipt of the PROVIDER'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.03 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the COUNTY on a monthly basis.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

## ARTICLE 6.0 - SECURING AGREEMENT

The PROVIDER warrants that the PROVIDER has not employed or retained any company or person other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement and that the PROVIDER has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the PROVIDER any commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

## ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", dated 2003, entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

## ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government.

## ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the COUNTY'S prior written consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

## ARTICLE 10.0 - INSURANCE

### 10.1 INSURANCE COVERAGE TO BE OBTAINED

(1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect him from: (1) claims under Workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverage's described herein and as are required by law to be provided on behalf of their employees and others.

(4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

#### 10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverage's of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverage's.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.

(3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate.

(4) Each Certificate of Insurance shall include the following:

(A) The name and type of policy and coverage's provided;

(B) The amount or limit applicable to each coverage provided;

(C) The date of expiration of coverage.

(D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

#### ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The CONSULTANT shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

##### (1) WORKERS' COMPENSATION

Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$100,000 per accident

\$100,000 disease limit

\$500,000 disease – policy limit



(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office. Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$500,000 per occurrence
- \$1,000,000 general aggregate
- \$500,000 products and completed operations
- \$500,000 personal and advertising injury

Coverage must include the following:

- (A) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$500,000.00 combined single limit (CSL).
- (B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

(4) ERRORS AND OMISSIONS

Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

Coverage must include the following:

- (A) \$1,000,000 combined single limit (CSL) of BI and PD
- (B) Such additional requirements as are set forth in Articles 13.01 and 13.02 hereinabove.
- (C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the CONSULTANT responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the CONSULTANT shall be required to provide written documentation that is acceptable to the COUNTY establishing that the CONSULTANT has the

financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

\*The required minimum limit of liability shown in (2) Commercial General Liability and (3) Business Automobile Liability, may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

#### ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

#### ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, all of the above documents to the extent requested by the COUNTY shall be delivered to the COUNTY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use.

#### ARTICLE 14.0 - MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the COUNTY.

#### ARTICLE 15.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

ARTICLE 16.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments hereto, constitutes the entire Agreement between the parties hereto.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services" dated January 7, 2014.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated January 7, 2014.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance" dated January 7, 2014.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) and SubContractor(s)", dated January 7, 2014.
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated January 7, 2014.
- (6) EXHIBIT "F" entitled "Amendment to Articles", dated January 7, 2014.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

ARTICLE 17.0 - NOTICES AND ADDRESS

17.1NOTICES BY PROVIDER TO COUNTY All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the COUNTY shall be in writing and shall be given by the United States Postal Service to the following COUNTY address of record:

Lee County Board of County Commissioners  
PO Box 398  
Ft Myers FL 33902-0398  
Attention: Natural Resources

17.2NOTICES BY AUTHORITY TO PROVIDER All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

Dickinson & Associates, Inc.  
P.O. Box 61919  
Fort Myers, FL 33908-1812  
Phone/Fax: 239.334.4488 x10/239.277.1736  
Attention: Salvatore Dickinson  
Email : [sal.dickinson@dickinsonassoc.com](mailto:sal.dickinson@dickinsonassoc.com)

17.3 CHANGE OF ADDRESS. Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 18.0 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER. If the PROVIDER is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the authority of the COUNTY'S designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

ARTICLE 19.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or CHANGE ORDER(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

ARTICLE 20.00 – SEVERABILITY

If any word, phrase, sentence, part, subsection, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

ARTICLE 21.00 – VENUE

Venue for any administrative and/or legal action arising under this Agreement shall be in Lee County, Florida.

ARTICLE 22.00 – NO THIRD PARTY BENEFICIARIES

Both parties explicitly agree, and this Agreement states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 23.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

COUNTY: LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT  
Linda Doggett, Clerk

BOARD OF COUNTY COMMISSIONERS

BY: Marcia Wilson  
Deputy Clerk

BY: [Signature]  
Chair

DATE: 1/7/14



APPROVED AS TO FORM

BY: [Signature]  
County Attorney's Office

ATTEST:

DICKINSON & ASSOCIATES  
Firm

[Signature]  
(Witness)

BY: [Signature]  
(Authorized Signature)

[Signature]  
(Witness)

SALVATORE DICKINSON, PRESIDENT / CEO  
(Printed Name & Title)

DATE: 2/18/14

CORPORATE SEAL:

SCOPE OF SERVICES

for RFP140017 Fertilizer Education/Outreach Program

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The CONSULTANT shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT".

**SCOPE**

Dickinson & Associates, Inc., a full-service marketing firm located in Fort Myers since 2001, has joined with two other Lee County firms - Gravina Smith Matte & Arnold Marketing and Public Relations (a DBE) and Pearl Brands - in a co-operative effort to provide Lee County and its consortium of local government partners with a highly experienced team of marketing professionals. Collectively, the firms offer a peerless level of expertise in the planning and implementation of strategic branding, advertising/PSA, internet/web, media relations, community relations and public information programs, particularly in the field of environmental outreach within Lee County community.

**Dickinson & Associates** has most recently served The Lee County Department of Natural Resources in 2012 and 2011 with media outreach programs, utilizing existing creative, to remind county residents of our fertilizer ordinance and best practices. These programs reach more than 73% of the resident base and included Spanish language media and included more than 270 free/value added PSA television spots as part of the media negotiations on the County's behalf. In addition, Dickinson & Associates served as a sub-consultant to Gravina Smith Matte & Arnold as part of the inaugural fertilizer outreach campaign in 2008.

**Gravina Smith Matte & Arnold** specializes in developing long-term, results-oriented public relations programs for regional residential and commercial developments, resorts, governmental agencies, professional firms and nonprofit organizations. As previously noted, the firm was awarded the Lee County Department of Natural Resources inaugural fertilizer outreach campaign in 2008, serving as the lead firm in a similar co-operative effort. Similar prior efforts include SFWMD Irrigation Campaign (2003), public relation outreach on behalf of Southwest Florida Regional Stewardship Alliance (2004) and Water Enhancement & Restoration Coalition/WERC (2001-2006). The firm currently serves the City of Sanibel's H2O Matters (issues relating to freshwater releases from Lake Okeechobee).

**Pearl** is a full-service creative advertising and digital agency that tailors every solution specifically to address the client and market dynamics. It has served The Lee County Department of Natural Resources in 2012 with an integrated branding effort on behalf of Lee County's Reefs and in a separate campaign branding of Lee County's waterways to boaters, inclusive of a Smartphone app, print advertising and boater's guide maps.

Together, Dickinson & Associates, Gravina Smith Matte & Arnold and Pearl offer a triune of marketing firms best suited to meet the needs of the consortium of local governments lead by The Lee County Department of Natural Resources in this new, collective fertilizer Outreach and education program.

**Public [Media] Relations**

**\$ 37,950**

The most effective marketing communication to affect awareness and change habits and attitudes is through public relations and the ability to get published content in a variety of print and electronic media regularly consumed by Lee County citizens. Given the multiplicity of target audiences, from residents to professional green industry, community leadership, homeowner associations and management firms, developers and industry at-large, a focused media relations effort throughout the County is required. This would include, but not be limited to:

Preparation of a media kit inclusive of press releases, fact sheet, key bios, etc.

Work with key media outlets, broadcast and electronic, to garner exposure of our core messages of the collective, cooperative initiative by Lee County and its numerous [participating] municipalities. Expanding the base of support countywide by promoting the message through local business and community organizations, key influencers of the local legislative delegation of the Florida House, Senate and the Governor's Office.

Represent Lee County and participating municipalities at key community special events and environmental organizations functions that are relational to the water quality and ordinance issues (consumer and green industry trades).

**Media**

**\$ 55,000**

As experienced in the Lee County Department of Natural Resources 2012 and 2011 media outreach programs, television remains one of the most effective means of generating awareness of our message to area residents, but the stations will not run PSAs free of charge except during extreme off hours. In order to ensure our message will appear during the most watched periods, a negotiated broadcast buy will be required, as well as the production of a new :30 PSA. In addition, placement of a paid radio spot/PSA as is an allocation for Google AdWords for local fertilizer searches.

While specific media buys have not been planned, it is anticipated - based on prior efforts - the broadcast/cable television buy would include more than 250 paid television PSA/spots reaching more than 95% of adults 25+ more than seven times each, *exclusive* of negotiated value added exposures. Radio using two to three of the top rated adult radio stations will reach 28% of adults 25+ an average of more than 13 times reinforcing the television messages. Google AdWords targeting fertilizer searches exclusively made in Lee County, would deliver an estimated 2,000 additional impressions and 1,200 clicks to the website at an average \$1.24 cost per click (CPC).

**TV/Video & Radio Production****\$ 22,500 S/B \$27,300**

A :30 second high-definition television PSA/spot is required as is a :60 second radio PSA/spot. B-roll remnant footage from the television PSA/spot effort would be used to craft a 1-2 video to be used as an online on-demand streaming message as well as an audio-visual asset to be used in public presentations.

**Website****\$ 7,500**

We recommend a refreshing of the County's fertilizesmart.com micro-site to reflect the intergovernmental consortium/effort as well as the new creative and updated messaging. As this allocation is made from a budgetary perspective, subject to specificity of revisions, it is recommended a portion of funds within this line be used to create a simple, mobile responsive design to facilitate this growing demand of internet use.

**Print Ad Templates****\$ 2,000**

While our proposed budget does not include an allocation for paid print placement, it is anticipated area print media will potentially run non-paid PSA placements in lieu of house ads as the medium requires 2-4 page per signature in their production. Therefore, we have made an allocation to design/produce 3-4 print ads in as many standardized sizes to provide our area print media.

**Collateral****\$ 16,750**

We recommend two pieces of collateral - a simple, single signature flyer that informs/educates best practices that would be used in a variety of ways, from event hand-out to inclusion in municipal or utility partner [invoice] mailings. The second piece of collateral would be refreshed design of a point of purchase poster to be used at garden centers and home improvement retailers, promoting (versus mandating) the benefits of 0•0•# fertilizers available.

**Campaign Management Fee****\$ 3,500**

A monthly fee - six months at \$500 per; one month at \$250; two months at \$125 - is proposed to recover administrative time in the management, coordination and reconciliation of all campaign components and co-operative partner firms.

A complete, proposed budget file titled DICKINSON PROPOSED BUDGET RFP 140017.xlsx accompanies this proposal.

**Social Media****\$ N/C - Value Added**

Design and skinning of Facebook and Twitter interfaces to family within final campaign theme.

**Plan of Approach**

Upon being awarded the contract for the fertilizer education and outreach, Sal Dickinson of Dickinson & Associates, Sharon Arnold of Gravina Smith Matte & Arnold and Scott Quorollo of Pearl Branding (each firm's key contact; Dickinson to serve as primary liaison) will schedule a campaign calendar of seven key tasks as outlined, but not limited to the below:

**Task 1**

- Meet with Lee and interagency stakeholders to achieve consensus of campaign elements and obtain input for formation of creative strategy.



#### Task 2

- Assemble list of environmental organizations and planned meetings/events.
- Identify targeted media and any associated editorial calendars for media relations efforts.
- Begin assembly of consortium press kit.
- Finalization of creative strategy.
- Negotiate media plan.

#### Task 3

- Begin creative development of brochure/flyer.
- Begin creative development of Web.
- Begin creative development of in-store POPs.
- Begin creative development of print and broadcast PSAs.
- Finalize media plan.
- Draft "announcement" press release for distribution to long-lead publications.
- Bi-weekly meetings with Lee/interagency stakeholders.

#### Task 4

- Plan and execute Earth Day (4/22) activity, and associated media.
- Draft copy or provide flyer to be included on Lee County Water/Utility bills.
- Distribute "announcement" press releases to daily and weekly publications.
- Develop PPT presentation.
- Schedule speaking engagements w/environmental organizations, business and community groups.
- Partner with home improvement retailer(s) and garden center to display POPs.
- Draft articles for newsletters focusing on nonpoint source pollution and info about fertilizer to submit to HOAs, government agencies, chambers of commerce and misc.
- Ongoing media outreach.
- Schedule meeting with The News-Press and other editorial boards.
- Finalize all creative elements requiring production and distribute.

#### Task 5

- Launch broadcast campaign and website.
- Work with boards of Realtors to provide materials to be distributed to homebuyers.
- Distribute brochures/flyers to libraries, county offices and interagency partners.
- Distribute print PSA materials to media, utilities, environment orgs and select businesses.

#### Task 6

- Misc. public relations activities and media outreach.
- Plan and attend special events and target markets' organization meetings.

#### Task 7

- Reconciliation and reporting of media, both paid and publicity.
- Post campaign analysis.

EXHIBIT B

Date: January 7, 2014

COMPENSATION AND METHOD OF PAYMENT

For RFP140017 Fertilizer Education/Outreach Program

Section 1. BASIC SERVICES/TASK(S)

The COUNTY shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

| Task Number | Task Title                  | Amount of Compensation | Indicate Basis of Compensation LS or NTE | If Applicable Indicate (W.I.P.P.) |
|-------------|-----------------------------|------------------------|--|-----------------------------------|
|             | Public (Media) Relations    | \$37,950.00            |  |                                   |
|             | Media                       | \$55,000.00            |  |                                   |
|             | TV/Video & Radio Production | \$22,500.00            | \$27,300                                 |                                   |
|             | Website                     | \$7,500.00             |  |                                   |
|             | Print Ad Templates          | \$2,000.00             |  |                                   |
|             | Collateral                  | \$16,750.00            |  |                                   |
|             | Campaign Management Fee     | \$3,500.00             |  |                                   |
|             | Social Media                | N/C                    |  |                                   |
| TOTAL       |                             | \$145,200.00           | \$150,000                                |                                   |

(Unless list is continued on next page)

CMO:033  
09/25/01

Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.11 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated January 7, 2014, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated January 7, 2014, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: January 7, 2014

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE \*\*\*

for RFP140017 Fertilizer Education/Outreach Program

CONSULTANT OR SUB-CONSULTANT NAME

(A separate Attachment No. 1 should be included for each Sub-Consultant)

| (1)<br>Project Position or Classification<br>(Function to be Performed) | (2)<br>Current Direct*<br>Payroll Average<br>Hourly Rate | (3)<br>Multiplier** | (4)<br>Hourly Rate<br>To Be Charged<br>(Column 2x3) |
|---|--|---------------------|---|
| Account Director Executive  |  |                     | \$125   |
| Account Executive   |  |                     | \$125   |
| Creative - Copywriting  |  |                     | \$125   |
| Account Administration/Clerical   |  |                     | \$50  |

\*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

\*\*NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

\*\*\*NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: January 7, 2014

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE \*\*\*

for RFP140017 Fertilizer Education/Outreach Program

CONSULTANT OR SUB-CONSULTANT NAME

(A separate Attachment No. 1 should be included for each Sub-Consultant)

| (1)<br>Project Position or Classification<br>(Function to be Performed) | (2)<br>Current Direct*<br>Payroll Average<br>Hourly Rate | (3)<br>Multiplier** | (4)<br>Hourly Rate<br>To Be Charged<br>(Column 2x3) |
|---|--|---------------------|---|
| Public Relations Executive  |  |                     | \$175   |
| Public Relations Administrative   |  |                     | \$90  |
| Public Relations Clerical   |  |                     | \$55  |
|   |  |                     |   |

\*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

\*\*NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

\*\*\*NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: January 7, 2014

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE \*\*\*

for RFP140017 Fertilizer Education/Outreach Program

CONSULTANT OR SUB-CONSULTANT NAME  
(A separate Attachment No. 1 should be included for each Sub-Consultant)

| (1)<br>Project Position or Classification<br>(Function to be Performed) | (2)<br>Current Direct*<br>Payroll Average<br>Hourly Rate | (3)<br>Multiplier** | (4)<br>Hourly Rate<br>To Be Charged<br>(Column 2x3) |
|---|--|---------------------|---|
| Creative Director Executive   |  |                     | \$150   |
| Creative - Art Direction  |  |                     | \$125   |
| Creative - Copywriting  |  |                     | \$125   |
|   |  |                     |   |

\*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

\*\*NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

\*\*\*NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".







EXHIBIT D

Date: January 7, 2014

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

for RFP140017 Fertilizer Education/Outreach Program

Sub-Consultant(s) and/or SubContractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

| Service and/or Work to be Provided or Performed | Name and Address of Individual or Firm   | Disadvantaged, Minority or Women Business Enterprise. (If Yes, Indicate Type) |    |                  | Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage |    |
|---|--|---|----|------------------|---|----|
|   |  | Yes   | No | Type             | Yes   | No |
| Public Relations                                | Gravina Smith Matte & Arnold; 12474 Brantley Commons Court Fort Myers, Florida 33907 | YES   |    | Women Enterprise | Guess so; each sub has their own insurance per the attached                     |    |
| Creative Services                               | Pearl; 1635 Hendry Street Fort Myers, FL 33901                                       |   | NO |                  |   |    |

EXHIBIT E

Date: January 7, 2014

PROJECT GUIDELINES AND CRITERIA

for RFP140017 Fertilizer Education/Outreach Program

The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

(If none, enter the word "none" in the space below)

Item No. 1

EXHIBIT F

Date: January 7, 2014

AMENDMENT TO ARTICLES

For: RFP140017 Fertilizer Education/Outreach Program

For amending (i.e., changing, deleting from or adding to) the articles.

NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

CMO:  
09/25/01

Page F1 of F1





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/18/2014

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).

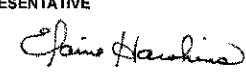
|   |   |                                    |
|---|---|------------------------------------|
| <b>PRODUCER</b><br>Private Client Insurance Services<br>9736 Commerce Center Court<br>Fort Myers FL 33908 | <b>CONTACT NAME:</b> Sandra Balzarini     |                                    |
|   | <b>PHONE (A/C, No, Ext):</b> 239-481-1949 | <b>FAX (A/C, No):</b> 888-853-7192 |
| <b>E-MAIL ADDRESS:</b> SBalzarini@pcis-fl.com   |   |                                    |
| <b>PRODUCER CUSTOMER ID #:</b> DICK-05  |   |                                    |
| <b>INSURER(S) AFFORDING COVERAGE</b>  |   | <b>NAIC #</b>                      |
| <b>INSURER A:</b> Zenith Insurance Company  |   |                                    |
| <b>INSURER B:</b> Speciality Global Ins. Co.  |   |                                    |
| <b>INSURER C:</b>   |   |                                    |
| <b>INSURER D:</b>   |   |                                    |
| <b>INSURER E:</b>   |   |                                    |
| <b>INSURER F:</b>   |   |                                    |

**COVERAGES**                      **CERTIFICATE NUMBER:** 2011366911                      **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 WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |                                     |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|-------------------------------------|
|          | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$     |                                     |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$<br>\$                                  |                                     |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><br>DEDUCTIBLE<br>RETENTION \$   |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$   |                                     |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          | Z067684809    | 9/14/2013               | 9/14/2014               | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$100,000<br>E.L. DISEASE - EA EMPLOYEE \$100,000<br>E.L. DISEASE - POLICY LIMIT \$500,000 | Y/N<br><input type="checkbox"/> N/A |
| B        | Professional Liability   |           |          | SGC0408101    | 2/10/2014               | 2/10/2015               | Liability Limit \$1,000,000<br>Deductible \$1,000  |                                     |

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

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br><br>Dickinson & Associates, inc<br>15108 Ports of Iona Drive<br>Fort Myers FL 33908-1812 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br><b>AUTHORIZED REPRESENTATIVE</b><br> |
|---|---|

# Allstate Fire and Casualty Insurance Company



Policy Number : 9 81 006242 12/21  
 Policy Effective Date: Dec. 21, 2013

Your Agent: Charles Cote Ins (941) 624-5660

COVERAGE FOR VEHICLE # 1  
**2010 Infiniti Qx56**

| COVERAGE   | LIMITS   | DEDUCTIBLE     | PREMIUM         |
|--|--|----------------|-----------------|
| <b>Automobile Liability Insurance</b>  |  |                |                 |
| • Bodily Injury  | \$100,000 each person<br>\$300,000 each occurrence | Not Applicable | \$134.95        |
| • Property Damage  | \$100,000 each occurrence                          | Not Applicable | \$69.33         |
| <b>Personal Injury Protection</b>  |  |                |                 |
| Death Benefit  | \$5,000 each person                                | \$0            | \$75.89         |
| Aggregate Medical Expenses (Emergency or Non-Emergency Medical Condition),<br>Income Loss and Loss of Services |  |                |                 |
|  | \$10,000 each person                               |                |                 |
| Medical Expenses - Emergency Medical Condition   |  |                |                 |
|  | \$10,000 each person                               |                |                 |
| Medical Expenses - Non-Emergency Medical Condition   |  |                |                 |
|  | \$2,500 each person                                |                |                 |
| Emergency and Non-Emergency Medical Expenses are subject to the \$10,000 per person aggregate limit.           |  |                |                 |
| <b>Uninsured Motorists Insurance</b>   |  |                |                 |
| for Bodily Injury  | \$100,000 each person<br>\$300,000 each accident   | Not Applicable | \$109.27        |
| Uninsured Motorists Insurance limits of insured vehicles may be stacked  |  |                |                 |
| <b>Auto Collision Insurance</b>  |  |                |                 |
|  | Actual Cash Value                                  | \$500          | \$132.37        |
| <b>Auto Comprehensive Insurance</b>  |  |                |                 |
|  | Actual Cash Value                                  | \$500          | \$39.44         |
| <b>Towing and Labor Costs Coverage</b>   |  |                |                 |
|  | \$50 each disablement                              | Not Applicable | \$5.80          |
| <b>Rental Reimbursement Coverage</b>   |  |                |                 |
|  | up to \$30 per day for a maximum of 30 days        | Not Applicable | \$31.75         |
| <b>Total Premium for 10 Infiniti Qx56</b>  |  |                | <b>\$598.80</b> |

MCD21-3 AUTO \*510000913111207004071604\*



Client#: 1437826

132GRAVISMI

**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
2/19/2014

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.

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| <b>PRODUCER</b><br>BB&T-Oswald Trippe and Company<br>13515 Bell Tower Drive<br>Fort Myers, FL 33907<br>239 433-4535                  | <b>CONTACT NAME:</b> Jackie Zeh<br><b>PHONE (A/C, No, Ext):</b> 239 433-4535<br><b>FAX (A/C, No):</b> 866-802-8680<br><b>E-MAIL ADDRESS:</b>  |                               |        |   |       |   |       |             |  |             |  |             |  |             |
|--|---|-------------------------------|--------|---|-------|---|-------|-------------|--|-------------|--|-------------|--|-------------|
|  | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Indemnity Insuranc</td> <td>18058</td> </tr> <tr> <td>INSURER B : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Philadelphia Indemnity Insuranc | 18058 | INSURER B : Hartford Fire Insurance Company | 19682 | INSURER C : |  | INSURER D : |  | INSURER E : |  | INSURER F : |
| INSURER(S) AFFORDING COVERAGE  | NAIC #  |                               |        |   |       |   |       |             |  |             |  |             |  |             |
| INSURER A : Philadelphia Indemnity Insuranc  | 18058   |                               |        |   |       |   |       |             |  |             |  |             |  |             |
| INSURER B : Hartford Fire Insurance Company  | 19682   |                               |        |   |       |   |       |             |  |             |  |             |  |             |
| INSURER C :  |   |                               |        |   |       |   |       |             |  |             |  |             |  |             |
| INSURER D :  |   |                               |        |   |       |   |       |             |  |             |  |             |  |             |
| INSURER E :  |   |                               |        |   |       |   |       |             |  |             |  |             |  |             |
| INSURER F :  |   |                               |        |   |       |   |       |             |  |             |  |             |  |             |
| <b>INSURED</b><br>Gravina Smith Matte & Arnold Marketing & Public Relations LLC<br>12474 Brantley Commons Ct<br>Fort Myers, FL 33907 |   |                               |        |   |       |   |       |             |  |             |  |             |  |             |

**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 WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
|          | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COM/POP AGG \$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                    |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><br>DED    RETENTION \$  |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N<br>(Mandatory In NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | N/A      |               |                         |                         | <input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                |
| A        | Professional   |           |          | PHSD846706    | 06/10/2013              | 06/10/2014              | \$1,000,000  |
| B        | Fidelity Bond  |           |          | 21BDDDV8941   | 01/01/2012              | 01/01/2015              | \$500,000  |

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

Miscellaneous Coverage - - Pol.# PHSD846706  
  
 Professional Liability Limit #1: 1,000,000 Ded.#1: \$2,500.00

**CERTIFICATE HOLDER**

Lee County Board of County Commissioners  
 PO Box 398  
 Fort Myers, FL 33902

**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

*Jackie Zeh*




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/20/2014

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><br>Larry Snider State Farm<br>12995 Cleveland Ave Suite 103B<br>Fort Myers, FL 33907<br> | <b>CONTACT NAME:</b><br>PHONE (A/C No, Ext): 239-561-8599<br>E-MAIL ADDRESS:<br>ADDRESS:  |  | <b>FAX (A/C No):</b> 239-561-8699 |                               |        |  |       |  |       |  |       |             |  |             |  |             |
|---|---|--|-----------------------------------|-------------------------------|--------|--|-------|--|-------|--|-------|-------------|--|-------------|--|-------------|
|   | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : State Farm Mutual Automobile Insurance Company</td> <td>25178</td> </tr> <tr> <td>INSURER B : State Farm Fire and Casualty Company</td> <td>25143</td> </tr> <tr> <td>INSURER C : State Farm Fire and Casualty Company</td> <td>25143</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> |  |                                   | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : State Farm Mutual Automobile Insurance Company | 25178 | INSURER B : State Farm Fire and Casualty Company | 25143 | INSURER C : State Farm Fire and Casualty Company | 25143 | INSURER D : |  | INSURER E : |  | INSURER F : |
| INSURER(S) AFFORDING COVERAGE   | NAIC #  |  |                                   |                               |        |  |       |  |       |  |       |             |  |             |  |             |
| INSURER A : State Farm Mutual Automobile Insurance Company  | 25178   |  |                                   |                               |        |  |       |  |       |  |       |             |  |             |  |             |
| INSURER B : State Farm Fire and Casualty Company  | 25143   |  |                                   |                               |        |  |       |  |       |  |       |             |  |             |  |             |
| INSURER C : State Farm Fire and Casualty Company  | 25143   |  |                                   |                               |        |  |       |  |       |  |       |             |  |             |  |             |
| INSURER D :   |   |  |                                   |                               |        |  |       |  |       |  |       |             |  |             |  |             |
| INSURER E :   |   |  |                                   |                               |        |  |       |  |       |  |       |             |  |             |  |             |
| INSURER F :   |   |  |                                   |                               |        |  |       |  |       |  |       |             |  |             |  |             |

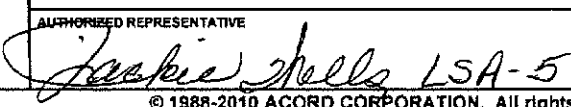
|   |                                    |                                 |
|---|------------------------------------|---------------------------------|
| <b>INSURED</b><br>GRAVINA SMITH MATTE & ARNOLD<br>MARKETING AND PUBLIC RELATIONS LLC<br>STE 101, 12474 BRANTLEY COMMONS CT,<br>FORT MYERS, FL 33907 | <b>CERTIFICATE NUMBER:</b><br><br> | <b>REVISION NUMBER:</b><br><br> |
|---|------------------------------------|---------------------------------|

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  | ADD'L INSUR | INSR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY)                | POLICY EXP (MM/DD/YYYY)                | LIMITS   |
|----------|--|-------------|----------|--|--|--|--|
|          | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |             |          |  |  |  | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMPIOP AGG \$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS  |             |          | 199 9035-D24-59K<br>202 1894-E13-59F<br>978 7097-C22-59A | 10/24/2013<br>11/13/2013<br>09/22/2013 | 04/24/2014<br>05/13/2014<br>03/22/2014 | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$ 1,000,000<br>BODILY INJURY (Per accident) \$ 1,000,000<br>PROPERTY DAMAGE (Per accident) \$ 1,000,000      |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |             |          | 98-PX-2905-4 B   | 11/01/2013                             | 11/01/2014                             | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$   |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.   | Y/N         | N/A      | 98-BK-P014-2 F   | 04/05/2013                             | 04/05/2014                             | WC STATUTORY LIMITS<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000  |

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

199 9035-D24-59K - 08 JAGUAR XKR - VIN: SAJWA44C289B21028  
 202 1894-E13-59F - 04 LEXUS GX 470 - VIN: JTJBT20X240027549  
 978 7097-C22-59A - 04 LEXUS GX 470 - VIN: JTJBT20X540027058

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br>Lee County Board of County Commissioners<br>P O Box 398<br>Fort Myers, FL 33902 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|





# CERTIFICATE OF LIABILITY INSURANCE

PEARL-1 OP ID: TQ

DATE (MM/DD/YYYY)

02/18/2014

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.

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|  |   |                                    |
|--|---|------------------------------------|
| <b>PRODUCER</b><br>Olin Hill & Associates Inc.<br>2804 Del Prado Blvd. #107<br>Cape Coral, FL 33904<br>David Kennedy | <b>CONTACT NAME:</b> David Kennedy<br><b>PHONE (A/C, No, Ext):</b> 239-945-1900<br><b>E-MAIL ADDRESS:</b> davidk@olinhill.com | <b>FAX (A/C, No):</b> 239-945-3163 |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>  |                                    |
| <b>INSURED</b><br>Pearl, LLC<br>1635 Hendry Street<br>Fort Myers, FL 33901   | <b>INSURER A:</b> Southern-Owners Insurance Co.   | <b>NAIC #</b><br>10190             |
|  | <b>INSURER B:</b> BusinessFirst Insurance Co.   |                                    |
|  | <b>INSURER C:</b>   |                                    |
|  | <b>INSURER D:</b>   |                                    |
|  | <b>INSURER E:</b>   |                                    |
|  | <b>INSURER F:</b>   |                                    |

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

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| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                  |           |          | 20714212      | 11/26/2013              | 11/26/2014              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC  |           |          |               |                         |                         |   |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (PER ACCIDENT) \$   |
|          | <input type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$   |           |          |               |                         |                         | <input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br>EACH OCCURRENCE \$<br>AGGREGATE \$  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | N/A      | 052108645     | 05/14/2013              | 05/14/2014              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                |

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

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br><br>LEECO02<br><br>Lee County Board of County Commissioners<br>PO Box 398<br>Fort Myers, FL 33902 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|

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LEE COUNTY  
 PROFESSIONAL SERVICE AGREEMENT/SERVICE PROVIDER AGREEMENT  
 INVOICE STATEMENT

CN No.: \_\_\_\_\_ Contract No.: \_\_\_\_\_ Date: \_\_\_\_\_  
 Project No.: \_\_\_\_\_  
 Payment No.: \_\_\_\_\_ ( W.I.P.P.  Final) for Period \_\_\_\_\_ to \_\_\_\_\_  
 Project Name: \_\_\_\_\_

Attachments  Yes  No

PAYEE: Consultants Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City & State \_\_\_\_\_ ZIP CODE \_\_\_\_\_

INSTRUCTIONS

Warrant will be mailed to Consultant's mailing address given, unless special instructions are provided to the immediate left of these instructions.

Deliver Warrant: \_\_\_\_\_ Special Instructions - If Other than Mail \_\_\_\_\_

CONTRACTUAL FINANCIAL DATA

|   |    |    |
|---|----|----|
| ORIGINAL PSA/SPA Amount                       |    | \$ |
| <b>PLUS:</b> Change Order # _____ dated _____ | \$ |    |
| Change Order # _____ dated _____              | \$ |    |
| Change Order # _____ dated _____              | \$ |    |
| S.T.A. # _____ dated _____                    | \$ |    |
| S.T.A. # _____ dated _____                    | \$ |    |
| S.T.A. # _____ dated _____                    | \$ |    |

Total Change Orders/S.T.A. ADDING to cost of Agreement . . . . . \$

|   |    |  |
|---|----|--|
| <b>LESS:</b> Change Order # _____ dated _____ | \$ |  |
| Change Order # _____ dated _____              | \$ |  |
| Change Order # _____ dated _____              | \$ |  |
| S.T.A.# _____ dated _____                     | \$ |  |
| S.T.A. # _____ dated _____                    | \$ |  |
| S.T.A. # _____ dated _____                    | \$ |  |

Total Change Orders/S.T.A. SUBTRACTING from cost of Agreement . . . . . \$

Total Amount of Current PSA/SPA . . . . . \$

Total Amount Completed to Date. . . . . \$

Less Amounts Previously Invoiced . . . . . \$

Amount of this Invoice. . . . . \$

Total Amount Paid to DBE's from above . . . . . \$

Name of DBE(s): \_\_\_\_\_

Signed Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Approved Dept/Div Director: \_\_\_\_\_ Date: \_\_\_\_\_

Approved Fiscal Person: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACT REVIEW CHECKLIST**

*2 originals*

**CONTRACT TYPE:** SERVICE PROVIDER AGREEMENT

**SUBJECT:** Project known as: RFP140017 Fertilizer Education/Outreach Program Developer

between Lee County and Dickinson & Associates Inc. (V#303472)

**Reference:** Department Director approval:  
County Administrator approval:

Reference: Board action approving contract/agreement

January 7, 2014 Agenda Item No. C8B

The subject contract is forwarded herewith for review and/or endorsements:

(1) By the Director of Routed by Procurement Management

Project Sponsoring Department

- Recommending execution
- Not recommending execution for the following reason(s)

Date received \_\_\_\_\_ Date returned/forwarded \_\_\_\_\_

Signed \_\_\_\_\_

(2) By Procurement Management

- Recommending execution
- Not recommending execution for the following reason(s)

Date received 2-21-14 Date returned/forwarded 2-24-14

Signed *[Signature]*

(3) By the Risk Management

- Recommending execution
- Not recommending execution for the following reason(s)

Date received Feb 24, 14 Date returned/forwarded Mar 19, 14

Signed *[Signature]*

RECEIVED  
MINUTES OFFICE  
2014 MAR 24 PM 12:05

(4) By the County Attorney

- Recommending execution
- Not recommending execution for the following reason(s)

Date received \_\_\_\_\_ Date returned/forwarded \_\_\_\_\_

Signed *[Signature]* 3-19-14

RECEIVED BY  
LEE CO. ATTORNEY  
2014 MAR 19 AM 11:21

- (5) **BOARD**
- (6) Clerks Office, Minutes Department 3-24-14 MW
- (7) **PROCUREMENT MGMT.** Diana Khan

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20131038**

**ACTION REQUESTED/PURPOSE:**

- A) Concur with the selection and ranking by the Proposal Evaluation Committee under project RFP140017 Fertilizer Education/Outreach Program Developer for Natural Resources as follows: (1) Dickinson & Associates, Inc. (the only firm responding to this solicitation).
- B) Authorize contract negotiations to commence with the number one ranked firm for an initial period of one year with the option to re-negotiate and renew for up to four additional one year periods, upon mutual agreement of both parties.
- C) Approve a total not-to-exceed expenditure for this project of \$75,000 of County funds as a match to \$75,000 in funds contributed by the City of Sanibel (\$37,000) and the City of Bonita Springs, City of Fort Myers, Town of Fort Myers Beach, City of Cape Coral, Charlotte County, South Florida Water Management District, Sanibel-Captiva Islands Chamber of Commerce, Inc., and Sanibel-Captiva Conservation Foundation, Inc. (combined total of \$38,000). Total contract price: \$150,000. (Lee County will be in sole control of the expenditure of these funds.)
- D) Authorize Chair on behalf of the Board to execute the Service Provider Agreement upon receipt upon completion of the final negotiations.

**FUNDING SOURCE:**

Fund – Unincorporated Area MSTU; Program – Water Resources Projects; Project – Surface Water Management Plan

**WHAT ACTION ACCOMPLISHES:**

Approves the engagement of an experienced firm to develop a public education campaign to engage and educate the citizens of Southwest Florida on the responsible use of fertilizer.

**MANAGEMENT RECOMMENDATION:** Approve.

**Departmental Category:** C8B

**Meeting Date:** 1/7/2014

**Agenda:**

**Requirement/Purpose:** *(specify)*

**Request Initiated**

Consent

- Statute
- Ordinance
- Admin Code AC-4-4
- Other

**Commissioner:**

**Department:** NATURAL RESOURCES

**Division:** No Divisions

**By:** Roland Ottolini

**Background:**

Proposals were solicited on behalf of the Board of County Commissioners for the project known as Fertilizer Education/Outreach Program Developer.

On the established deadline of November 26, 2013, Procurement received one Proposal. The Proposal was considered at the Proposal Evaluation Committee meeting on December 6, 2013. The Committee consisted of the following staff members: Doug Meurer, County Administration; Chair, Kurt Harclerode, Natural Resources; Betsy Clayton, County Administration; as well as David Liccardi of the City of Bonita Springs; James T. Evans III of the City of Sanibel; and Keith L. Williams II of the City of Sanibel. The firm was evaluated on points-based criteria with a maximum score of 100 points achievable. Once Dickinson & Associates, Inc. was found to be qualified based on these criteria, a presentation by the firm immediately followed. Based on the evaluation criteria and the presentation, Dickinson & Associates is recommended for approval.

**11. Required Review:**

|                        |                            |                  |                      |                     |                       |
|------------------------|----------------------------|------------------|----------------------|---------------------|-----------------------|
| <i>Roland Ottolini</i> | <i>Robert Franceschini</i> | <i>Emma Wolf</i> | <i>Mike Figueroa</i> | <i>Peter Winton</i> | <i>Doug Meurer</i>    |
| NATURAL RESOURCES      | Purchasing                 | Budget Analyst   | Risk                 | Budget Services     | Public Works Director |
|                        |                            |                  |                      |                     |                       |

**12. Commission Action:**

Approval of this project enables the County to fulfill its obligations under an Inter-local Agreement with the City of Sanibel, which was adopted by the Board on July 30, 2013.

Funds are available: 40098315500

Attachment: 1) Vendor's Proposal  
2) Meeting Minutes  
3) Sample Service Provider Agreement



## Detail by Entity Name

### Florida Profit Corporation

DICKINSON & ASSOCIATES, INC.

### Filing Information

**Document Number** P01000054792  
**FEI/EIN Number** 651113898  
**Date Filed** 05/25/2001  
**State** FL  
**Status** ACTIVE

### Principal Address

15108 PORTS OF IONA DRIVE  
FT MYERS, FL 33908-1812

Changed: 01/05/2011

### Mailing Address

15108 PORTS OF IONA DRIVE  
FT MYERS, FL 33908-1812

Changed: 01/05/2011

### Registered Agent Name & Address

DICKINSON, SALVATORE  
15108 PORTS OF IONA DRIVE  
FT MYERS, FL 33908-1812

Address Changed: 01/05/2011

### Officer/Director Detail

#### **Name & Address**

Title PRES

DICKINSON, SALVATORE  
15108 PORTS OF IONA DR.  
FT MYERS, FL 33908-1812

### Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2011        | 01/05/2011 |
| 2012        | 01/05/2012 |

2013

01/16/2013

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