

LOI260188CMR
Federal Lobbying Services
Capitol Counsel L.L.C.

E1 Contract # 10872

AGREEMENT FOR FEDERAL LOBBYING SERVICES

THIS AGREEMENT FOR FEDERAL LOBBYING SERVICES ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and, Capitol Counsel L.L.C. a Washington, D.C. company authorized to do business in the State of Florida, whose address is 700 13th Street NW, 2nd Floor, Washington, DC 20005, and whose federal tax identification number is 20-8043889, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to obtain lobbying representation services before the U.S. Congress and federal agencies with the goal of securing favorable legislation and federal funding for County programs and projects from the Vendor in connection with "Letter of Interest: Federal Lobbyist" (the "Purchase"); and,

WHEREAS, the County issued a request for a letter of interest No. LOI260188CMR on March 19, 2026 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the Vendor has reviewed services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all services for the Purchase in accordance with the County's request for a letter of interest and the Vendor's response dated March 30, 2026, both of which are made part of this Agreement as Exhibit A, attached hereto and incorporated herein.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue on an as needed basis for a one (1) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be the date the Lee County Board of County Commissioners awarded the Letter of Interest to the Vendor.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.

- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor

under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County 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;
 - 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must

receive the County's written approval before said changes or substitution can become effective.

- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. CONTRACT TERMINATION

- A. **MATERIAL BREACH** A Vendor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Vendor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Vendor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Vendor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Vendor or any of the Vendor's property and such appointment endangers the Vendor's proper performance hereunder; 6. A determination that the Vendor is in violation of federal, state, or local laws or regulations and that such determination renders the Vendor unable to perform any aspect of the Agreement.
- B. **OPPORTUNITY TO CURE** In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Vendor may have a period of time in which to cure. The County is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Vendor's liability for damages, or otherwise affect any other remedies available against Vendor under the Agreement or by law. If the

breach remains after Vendor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Vendor from receiving future solicitations or other opportunities; 6. Require Vendor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.

C. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Vendor in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

D. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination.

- E. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether

express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday.
- I. Any notices of default or termination shall be sufficient if sent by the parties via email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Joseph Eannello
Title: Partner
Address: 700 13th Street NW, 2nd Floor,
Washington, DC 20005
Telephone: (202) 861-3200
Facsimile: N/A
Email: jeannello@capitolcounsel.com

County's Representative

Name: Mary Tucker
Title: Procurement
Management Director
Address: P.O. Box 398
Fort Myers, FL 33902
Telephone: (239) 533-8881
Facsimile: (239) 485-8383
Email: mtucker@leegov.com

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.
- M. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. Request for Letter of Interest
 - 3. Vendor's Submittal in Response to the Request for Letter of Interest

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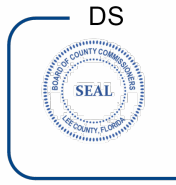
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

CAPITOL COUNSEL L.L.C.

Signed By: *Tracey A. Gray*
Print Name: Tracey A. Gray

Signed By: *Joseph Eannello*
Print Name: JOSEPH EANNELLO
Title: PARTNER
Date: 4-24-26



LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

Signed by: *Cecil Pendergrass*
Signed By: 773513F34F2140B...
Print Name: Cecil Pendergrass
Title: County Commissioner- Chairman
Date: 5/6/2026 | 10:49 PM EDT

ATTEST:
CLERK OF THE CIRCUIT COURT

Signed by: *Kevin C. Karnes*
BY: 7687653FFAF549B...
Kevin C. Karnes

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

DocuSigned by: *Robert Holborn*
BY: 0709AF6D29404C8...
OFFICE OF THE COUNTY ATTORNEY

**EXHIBIT A
REQUEST FOR LETTER OF INTEREST**



**LOI260188CMR
Capitol Counsel
Supplier Response**

Event Information

Number: LOI260188CMR
Title: Letter of Interest: Federal Lobbyist
Type: Letter of Interest
Issue Date: 3/19/2026
Deadline: 4/3/2026 10:00 AM (ET)
Notes: Notice to Consultant
Letter of Interest (LOI)
Lee County, Florida, is requesting letters of interest from qualified individuals/firms.

The Consultant shall represent the Lee County Board of County Commissioners before the U. S. Congress and federal agencies. The goal of such representation is to secure favorable legislation and federal funding for County programs and projects. The Consultant shall work closely with County Administration and other designated County personnel to identify federal priorities and to develop and execute strategies to advance the County's interest.

Those individuals/firms interested in being considered for this solicitation are instructed to submit, in accordance with specifications, pertinent to this project prior to the date and time specified to the office of the Procurement Management Director electronically via Ion Wave.

The Scope of Work/Specifications is available from <https://leegov.ionwave.net>.

Submissions containing corrupted, unreadable, or otherwise inaccessible documents may be disqualified.

Questions regarding this solicitation are to be submitted electronically at <https://leegov.ionwave.net> under the questions tab for this solicitation.

*<https://leegov.ionwave.net> is the County's official posting site.

CAUTION: Please take caution that the County is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing time.

Contact Information

Contact: Carolina Rodriguez
Address: Lee County Procurement Management
Administration
1st Floor
Procurement Management Department
2115 Second Street, 1st Floor
Fort Myers, FL 33901
Phone: (239) 533-8858
Email: crodriguez3@leegov.com

Capitol Counsel Information

Contact: Joseph Eannello
 Address: 700 13th Street NW
 Suite 200
 Washington, DC 20005
 Phone: (202) 861-3200
 Email: jeannello@capitolcounsel.com
 Web Address: https://capitolcounsel.com/

By submitting responses to Lee County Procurement Management, each vendor hereby agrees to the terms and conditions stated herein. Vendor hereby agrees to conducting transactions with Lee County Procurement Management by electronic means. The vendor and Lee County agree that electronic signatures of the vendor included in documents to Lee County Procurement Management are intended to authenticate the writing. The vendors' electronic signature shall have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures pursuant to the Electronic Signature Act of 1996 (Fla. Stat. § 668.001 et seq.) and the Uniform Electronic Transaction Act (Fla. Stat. § 668.50) as amended from time to time.

Joseph Eannello

 Signature

jeannello@capitolcounsel.com

 Email

Submitted at 4/1/2026 07:25:27 PM (ET)

Supplier Note

Sincere thanks for your consideration.

Requested Attachments

Letter of Interest: Federal Lobbyist

Capitol Counsel Proposal Lee
 County FL 4-1-26.pdf

Letter of interest shall be inclusive of the following information:

- 1- Personnel assigned to County's account; including experience, qualifications, and current clients.
- 2- Firm's clients and potential conflicts of interest.
- 3- Plan of approach.
- 4- Price/Fee proposal

Bid Attributes

1	Company Name Provide full company name as listed on Sunbiz. <input type="text" value="Capitol Counsel LLC"/>
2	Primary Point of Contact Name Provide primary point of contact name and title for submitted information. <input type="text" value="Joseph Eannello"/>

3 Primary Point of Contact Email
 Please provide an email address for the primary point of contact.

4 Primary Point of Contact Telephone
 Please provide a telephone number for the primary point of contact.

5 Physical Business Address
 Please provide the physical address for the company.

6 Location Principal Place of Business
 Principal place of business is located within the boundaries of:

7 Longevity
 Number of years at principal place of business:

8 Are you registered in the E-Verify system?
 Are you registered in the E-Verify system?
 Florida law (§ 448.095, F.S.) requires all contractors and subcontractors entering into contracts with public agencies on or after January 1, 2021, to register with and use the federal E-Verify system to confirm the employment eligibility of all new hires. Contractors must ensure compliance before contract execution, as failure to do so may result in contract termination and ineligibility for future public contracts.

9 Local Business Tax License #
 If applicable, provide Lee County business tax license number with expiration date.

1 Tax Payer Identification Number
 (1) Employer Identification Number -or- (2) Social Security Number:
 ** Lee County collects your social security number for tax reporting purposes only

1 Collusion Statement
 Lee County, Florida, the undersigned, as Bidder/Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby bid/propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

1 2	<p>Scrutinized Companies Certification</p> <p>Section 287.135, FL §, "Prohibition against contracting with scrutinized companies." Prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, have been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.</p> <p>As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is in compliance with Section 287.135, FL §. I understand that submission of a false certification may subject company to contract termination, civil penalties, attorney's fees, and/or costs.</p> <p><input type="text" value="Certify"/></p>
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1 3	<p>Business Relationship Disclosure</p> <p><u>Business Relationship Disclosure Requirement:</u> Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.</p> <p><u>If this disclosure is applicable, request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.</u></p> <p><input type="text" value="Business Relationship NOT Applicable"/></p>
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LETTER OF INTEREST FOR FEDERAL LOBBYIST

The Consultant shall represent the Lee County Board of County Commissioners before the U. S. Congress and federal agencies. The goal of such representation is to secure favorable legislation and federal funding for County programs and projects. The Consultant shall work closely with County Administration and other designated County personnel to identify federal priorities and to develop and execute strategies to advance the County's interest.

Policy:

1. Assist the County in the development of federal priorities and a legislative agenda.
2. Identify emerging issues/situation that will affect the County in a beneficial or harmful way.
3. Secure Legislative and Executive branch support for approval of the County's positions.
4. Maintain effective communications to and between appropriate federal and County personnel.
5. Secure sponsors and support for proposed legislation and amendments to advance the County's interests and priorities.
6. Assist the County in securing USACE and other federal permits for priority infrastructure projects.

Funding:

1. Advise and assist in the preparation of federal appropriations requests and submit on behalf of the County in accordance with Congressional deadlines.
2. Achieve inclusion of County priorities in Congressional authorization and appropriations legislation.
3. Review federal agencies grant opportunities and provide a weekly electronic summary.
4. Utilize established key relationships with federal agency officials to gain knowledge of the priorities for grant programs and the critical elements that applications reviewers will be looking for. Educate County staff and ensure that the grant submittal aligns with the agency priorities.
5. Provide full range of advocacy support for County grant submittals, including but not limited to obtaining support letters, facilitating phone calls and visits to executive agencies, conducting advocacy meetings with key officials.

6. In conjunction with the County's state lobbyist firm, identify and monitor opportunities for federal funding, decisions, and/or processes which may have implications or require coordination with state funding sources.

Logistics:

1. Assist in securing appointments for Commissioners and County staff with appropriate Congressional and Executive Branch personnel.
2. Coordinate content and delivery of County communications to appropriate federal personnel in support of County priorities.
3. Travel to Lee County annually, at their expense, to attend meeting with applicable County personnel and County Commissioners.
4. Attend meetings of federal agencies and other executive branch offices when appropriate to monitor rule-making proceedings, meeting with any appropriate personnel necessary to advocate the County's positions regarding existing and potential federal rules.
5. Provide the County, through County Administration, with monthly written summary of activities on behalf of County, including times of official inactivity. The summary shall include status updates on current issues, communicated by the third workday following the end of the month.

Submittals:

Consultant shall submit a letter of interest with the following information:

1. Personnel assigned to County's account. It must include experience, qualifications and current clients.
2. Firm's clients and potential conflicts of interest.
3. Plan of approach addressing the above referenced Policy, Funding and Logistics requirements, with particular emphasis on strategies to facilitate expediting federal permitting reviews of high priority infrastructure projects (e.g. Fort Myers Beach Pier and Alico Road Extension) and securing federal grant funding for transportation projects (e.g. BIP funding for Cape Coral Bridge Replacement).
4. Price/fee proposal.

CAPITOL COUNSEL, LLC

700 13TH STREET NW | 2ND FLOOR
WASHINGTON, DC 20005
202.861.3200

March 30, 2026

Ms. Carolina Rodriguez
Procurement Management Department
2115 Second Street, 1st Floor
Fort Myers, FL 33901

Dear Ms. Rodriguez,

We are pleased to submit the following letter of interest on behalf of Capitol Counsel LLC (“Capitol Counsel”) for federal lobbying and government relations services to the Lee County Board of County Commissioners (“the County”). Capitol Counsel is one of Washington’s premier federal advocacy firms, and we are uniquely positioned to deliver results for Lee County across its most pressing federal priorities: securing the \$250 million Bridge Investment Program grant for the Cape Coral Bridge Replacement to advancing federal permitting for critical infrastructure projects and capturing discretionary grant funding to support the County’s continued recovery and growth.

Lee County’s federal agenda is consequential and time-sensitive. The County’s infrastructure needs are well-documented, its projects are shovel-ready, and the window to position them competitively for federal investment is now. Capitol Counsel has a demonstrated track record of securing large-scale federal transportation funding, navigating Army Corps of Engineers permitting, and advancing the priorities of municipal government clients in Washington. We do not just open doors. We deliver results.

Introduction to Capitol Counsel

Capitol Counsel has particular depth representing municipal and county governments before Congress and the executive branch. We understand the unique challenges facing local governments seeking federal investment, including the complexity of grant programs, the importance of Congressional relationships, the need to navigate federal agencies effectively, and the value of positioning a community’s priorities compellingly within the broader political and policy environment. Our practice areas span federal appropriations, transportation and infrastructure funding, tax, financial services, healthcare, energy, and beyond, giving Lee County access to the full breadth of Capitol Counsel’s expertise as its federal priorities evolve.

Capitol Counsel is unique in the lobbying and government relations field: we work in a collaborative and bipartisan way to address our clients’ specific needs using a team approach and a client-first philosophy. Our success is reflected in long-term client retention, consistent recognition as one of Washington’s top firms, and most importantly, measurable outcomes. Many federal lobbyists deliver reports. We deliver results.

Founded in 2007 by a bipartisan group of federal advocates with decades of expertise in federal lobbying, Capitol Counsel is consistently rated one of the top advocacy firms in Washington, DC. Over 50 people strong, our team consists of former senior Congressional staff, former senior White House and agency staff, former federal regulators, national campaign staff, bipartisan policy analysts, two former members of the U.S. House of Representatives, and former U.S. Senator Pat Roberts (R-KS).

For the ease of review of this proposal, we have included an executive summary document:

CAPITOL COUNSEL LLC, Federal Lobbying and Government Relations Services Executive Summary Proposed for the Lee County Board of County Commissioners

The Firm

- Founded in 2007; consistently rated among Washington's top federal advocacy firms
- More than 50 professionals, including former Members of Senate and House, senior White House and agency veterans, and experienced bipartisan policy professionals
- Full-service practice with leading expertise in federal appropriations, transportation and infrastructure, tax, financial services, healthcare, energy, and beyond
- Long-term client base spanning defense, aerospace, financial services, nonprofits, and municipal governments
- Significant Florida experience, including representation of St. Petersburg.

Proposed Scope of Work

- Develop and execute a federal legislative and funding strategy aligned with Lee County's annual priorities
- Lead advocacy for the \$250 million Bridge Investment Program grant for the Cape Coral Bridge Replacement, including Congressional champion development and agency-level engagement with the Department of Transportation and FHWA
- Advance USACE authorization and appropriations support for the Fort Myers Beach Pier and Alico Road Extension through the annual appropriations process and WRDA, in support of the County's technical experts
- Prepare and submit Congressionally Directed Spending/Community Project Funding (Earmark) requests on behalf of the County
- Monitor federal grant opportunities and provide advocacy support for County grant applications
- Facilitate Washington, DC visits and Congressional meetings for County Commissioners and staff
- Report on activities through regular calls with the County's designated point of contact, with documentation as needed

Proposed Team

Capitol Counsel will assign a dedicated six-partner team with bipartisan expertise spanning the executive branch, Senate, and House. On the Republican side, the team includes a partner who served as Assistant to President Trump and first Director of the White House Office of Public Liaison, with direct experience managing the administration's intergovernmental relationships with local governments across the country; and a former senior adviser to Senator John Barrasso (R-WY), now Senate Majority Whip. The Democratic bench includes a founding partner and veteran Senate strategist, a former Chief of Staff to the Ranking Member of the House Ways and Means Committee, and a former Special Assistant to President Obama with deep infrastructure and grant strategy expertise. The account is led by the firm's Appropriations Practice Chair, a former House Appropriations Committee staffer with direct experience drafting Legislative Branch and DHS funding legislation.

The full bench of Capitol Counsel's 50-plus professionals is available to Lee County as federal priorities evolve across any policy area.

Fee Proposal

- Monthly retainer: \$10,000 (ten thousand dollars)
- One-year term with annual renewal option; cancelable by either party with 30 days written notice

Personnel Assigned to Lee County's Account

Lee County will be served by a dedicated, bipartisan team of Capitol Counsel partners with deep expertise across federal appropriations, the executive branch, and both chambers of Congress. Our clients are not served by a single individual but by a team of professionals matched to deliver the most effective outcomes, bringing different skills, perspectives, and relationships to bear on each client's priorities. Critically, Lee County will have access to the full depth of Capitol Counsel's bench. As federal priorities shift, political dynamics change, or new opportunities emerge across tax, financial services, healthcare, energy, transportation, or other policy areas, our full team of more than 50 professionals is available to respond. The six partners profiled below lead the County's day-to-day account, but they are backed by the resources, relationships, and expertise of one of Washington's premier full-service advocacy firms.

Joseph Eannello, Account Lead and Appropriations Practice Chair

Joseph Eannello is a partner at Capitol Counsel and chairs the firm's appropriations practice. He brings more than a decade of national policymaking expertise on Capitol Hill, including service as Legislative Director to Congressman Kevin Yoder (R-KS), a "cardinal" member of the House Appropriations Committee. As Associate Staff Member on the House Appropriations Committee, Eannello oversaw the drafting of Legislative Branch and Department of Homeland Security funding bills, communicated the Chairman's priorities to House leadership and agency officials, and developed materials for committee hearings and markups. He has developed strong bipartisan relationships working for Members including Representatives Yoder, Jerry Weller (R-IL), and Judy Biggert (R-IL).

As account lead, Joseph will serve as the County's primary point of contact and will coordinate the firm's efforts across appropriations, grant strategy, and Congressional engagement. His years drafting appropriations legislation and managing subcommittee priorities from the inside inform every aspect of how Capitol Counsel approaches federal funding strategy for its municipal clients.

George Anthony Sifakis, Partner and Executive Branch/White House Lead

George Sifakis is a partner at Capitol Counsel and leads the firm's executive branch engagement. He served as Assistant to the President and the first Director of the White House Office of Public Liaison during the first Trump Administration, where he worked directly with President Trump and served as one of the administration's principal points of contact between the White House and the full range of external stakeholders: industry, local governments, advocacy organizations, and intergovernmental partners at every level. In that role, George was responsible for managing the administration's relationships with mayors, county executives, governors, and other elected officials across the country, giving him a firsthand understanding of how local government priorities are elevated, championed, and advanced within a Trump White House. He has also held senior roles on the Senate Small Business Committee and in the George W. Bush Administration.

For Lee County, George's background is particularly relevant. A county seeking to advance major transportation infrastructure, expedite federal permitting, and compete for disaster recovery investment needs representation that understands how the executive branch actually works at the highest levels, including the Department of Transportation, USACE, and the White House. George has operated at that level and knows how decisions are made, who makes them, and how local government priorities can be positioned to succeed within that environment.

Shannon Finley, Founding Partner and Senate Democratic Lead

Shannon Finley is a founding partner of Capitol Counsel and brings over two decades of experience in politics and legislative strategy in Washington, DC. Named one of The Hill's Top Lobbyists annually since 2014, Finley previously served as senior adviser and political consultant to Senator Max Baucus (D-MT), then-Chairman of the Senate Finance Committee. She has led numerous successful legislative campaigns resulting in landmark legislation and has built relationships across the Senate that span both sides of the aisle.

Shannon's experience spans decades of legislative campaigns and coalition work across both sides of the aisle. Her presence on the team ensures that Lee County's priorities are advanced through the Senate with the same strategic sophistication she has brought to some of the most consequential legislative efforts in recent memory.

David L. Bridges, Partner and Senate Republican Lead

David Bridges is a partner at Capitol Counsel with extensive legislative and policy expertise. He served as Tax Counsel to Senator John Barrasso (R-WY), now the Senate Majority Whip and the second-highest ranking Republican in the Senate, advising on tax, retirement, and small business policy and working closely with the Senate Republican Conference. He also served as Tax Counsel to Congressman Tom Reed (R-NY), a senior member of the House Ways & Means Committee.

Having advised Senator Barrasso across his roles on the Finance Committee, the Senate Republican Conference, and the Energy and Natural Resources Committee, David brings an unusually broad understanding of how Senate Republican leadership sets priorities and moves legislation. That perspective is a meaningful asset in any federal advocacy effort that depends on the upper chamber.

Ann Jablon, Partner and House Democratic Lead

Ann Jablon is a partner at Capitol Counsel and brings more than 25 years of policy, political, and management experience to the firm. She served as Chief of Staff to Congressman Richard Neal (D-MA), Ranking Member of the House Committee on Ways and Means, where she developed health policy, oversaw his full legislative portfolio, and served as his principal staff contact to the Massachusetts and New England congressional delegations. Named one of The Hill's Top Lobbyists annually since 2018 and recognized by the National Institute for Lobbying and Ethics in 2022, Jablon brings to clients deep expertise in health care policy, financial services, tax, trade, and federal appropriations. Her work in the federal appropriations process has resulted in multimillion-dollar investments and economic development outcomes for her clients.

Ann's background at the center of House Democratic leadership, combined with her substantive expertise across health care, tax, and appropriations, gives the team genuine depth on the issues most likely to intersect with Lee County's federal priorities as they evolve. Her record securing multimillion-dollar federal investments for clients reflects the same results-driven approach Capitol Counsel brings to every engagement.

Robert Diamond, Partner and Executive Branch Practice Co-Lead

Robert Diamond is a partner at Capitol Counsel and co-leads the firm's executive branch practice. He brings two decades of private sector, government, and political experience, including service as Special Assistant to the President and Director of Private Sector Engagement in the Obama-Biden White House. Diamond has deep expertise in infrastructure, federal grant strategy, and intergovernmental affairs, and has advised public entities at every level of government on federal funding strategy and execution.

Robert's experience advising the White House on private sector engagement, combined with his work on behalf of local governments navigating the federal landscape, gives him a practical understanding of how to position a community's priorities within the broader context of federal policy and investment. His background in infrastructure and intergovernmental affairs is directly applicable to the work ahead for Lee County.

Firm Clients and Potential Conflicts of Interest

Relevant Municipal and Public Sector Client Experience

Capitol Counsel has extensive experience representing municipal governments, public universities, and other public sector clients before Congress and the Executive Branch on federal appropriations and related policy matters. The following represents a selection of current and recent public sector engagements, particularly relevant to the proposed scope of services.

Capitol Counsel represents the **City of St. Petersburg, Florida**, on a broad range of federal government relations matters, including advocacy related to federal funding priorities, disaster recovery assistance, and federal policy issues affecting the City's operations and residents. This engagement reflects Capitol Counsel's familiarity with the unique federal funding needs and recovery challenges facing Florida communities.

Capitol Counsel represents the **City of Richmond, Virginia**, with respect to federal appropriations advocacy before the House and Senate Appropriations Committees, Water Resources Development Act (WRDA) authorizations, and other federal legislative priorities. This work encompasses coordination across multiple appropriations subcommittees and engagement with the U.S. Army Corps of Engineers on infrastructure-related matters.

Capitol Counsel represents **Idaho State University** in connection with significant federal investment in research infrastructure, including matters before the Department of Energy relating to national laboratory programs, nuclear energy research, and healthcare and biomedical research funding. This engagement reflects Capitol Counsel's deep familiarity with navigating the intersection of higher education priorities and federal science and research appropriations.

Capitol Counsel represents **Colorado State University**, a land-grant institution, on federal research funding matters before the House and Senate Appropriations Committees. This work includes advocacy in support of CSU's mission in agricultural and animal sciences, veterinary medicine, and related disciplines that depend on sustained federal investment through programs administered by USDA and other agencies.

In addition to its municipal and higher education clients, Capitol Counsel represents a range of businesses and nonprofit organizations in sectors closely related to local government interests, including real estate development and finance, affordable housing, insurance and catastrophic risk data, flood mitigation, and community development. This cross-sector experience gives Capitol Counsel a meaningful perspective on

the interplay between federal policy and the operational and financial challenges facing county and municipal governments.

Alignment with Existing Clients

Capitol Counsel represents a broad and diverse client base spanning multiple industries and sectors, including aerospace and defense, financial services, energy, telecommunications, healthcare, transportation, and nonprofit organizations. A representative sample of private sector clients includes Blue Origin, Capital One, Lockheed Martin, and the March of Dimes, among others.

Capitol Counsel is not aware of any current client relationships that would present a material conflict of interest with respect to federal representation of the Lee County Board of County Commissioners. To the extent any potential conflict were to arise during the course of this engagement, Capitol Counsel would promptly notify the County and work in good faith to resolve it in accordance with applicable law and professional obligations.

Plan of Approach

Capitol Counsel proposes a tailored, phased approach to federal representation that aligns Lee County's priorities with the congressional calendar and executive branch funding cycles. Our approach is grounded in proven results for comparable municipal clients and is designed to maximize the County's return on its federal advocacy investment.

Lee County's situation presents a compelling and timely case for federal investment. The County is still recovering from the catastrophic impacts of Hurricane Ian, its infrastructure needs are well-documented and federally recognized, its major projects are advanced in design and planning, and its Congressional delegation has already demonstrated a willingness to engage. Capitol Counsel will build on that foundation aggressively.

Phase 1: Prioritization and Strategy

In close coordination with County Administration and designated County personnel, Capitol Counsel will develop a comprehensive federal advocacy strategy for the upcoming Congressional and fiscal year. This process produces three distinct but complementary plans:

- **The County's Federal Legislative Agenda:** the overall annual roadmap of Lee County's legislative, regulatory, and policy priorities.
- **Congressionally-Directed Spending Requests:** annual funding requests prepared and submitted in accordance with guidance from the U.S. House and Senate and from the offices of the County's Congressional delegation.
- **Discretionary Grant Priorities:** a plan that focuses County resources on federal grant opportunities of the highest impact, with particular emphasis on the Bridge Investment Program for the Cape Coral Bridge Replacement and federal transportation programs for the Alico Road Extension.

Phase 2: Federal Engagement and Advocacy

Capitol Counsel will execute Lee County's federal advocacy agenda across the legislative and executive branches, with focused attention on the County's highest-priority projects.

Cape Coral Bridge Replacement: Bridge Investment Program

Securing the \$250 million Bridge Investment Program grant for the Cape Coral Bridge Replacement is the single highest-stakes federal funding opportunity in Lee County's current portfolio. With a total project cost of \$547.9 million, design at 90% completion, and construction slated to begin in 2028, the project is well-positioned to compete, but competition for BIP funds is intense, and the advocacy campaign should begin immediately.

Capitol Counsel has directly relevant experience in this space. We successfully supported the City of Richmond, Virginia, in securing an initial federal investment toward the Mayo Bridge replacement, a similarly complex aging bridge replacement project with a total cost of approximately \$190 million, demonstrating our ability to navigate the BIP process and build a federal funding strategy for large-scale bridge infrastructure from the ground up. We understand that winning BIP funding requires more than a strong application: it requires sustained Congressional champions, agency-level relationships at FHWA and DOT, and a coordinated advocacy campaign that elevates the project's visibility and competitiveness throughout the review process.

We have also secured approximately \$50 million in federal funding for port infrastructure on behalf of a significant municipal government client, further evidence of our capacity to deliver large-scale federal transportation and infrastructure investment for local government clients.

For the Cape Coral Bridge, Capitol Counsel will:

- Develop and execute a comprehensive BIP advocacy strategy coordinated with the County's Congressional delegation, FHWA, and DOT leadership.
- Secure Congressional champions in both chambers who will actively advocate for the project at the agency level and in the appropriations process.
- Facilitate direct meetings between County officials and senior DOT and FHWA leadership to build the agency-level relationships essential to a competitive grant application.
- Position the project's post-Hurricane Ian context, specifically the urgency of replacing aging infrastructure in a community still recovering from a catastrophic storm, as a compelling narrative in the federal funding competition.

USACE Permitting: Fort Myers Beach Pier and Alico Road Extension

Advancing the Fort Myers Beach Pier and Alico Road Extension through the federal process requires a coordinated strategy that combines Congressional partnership with appropriate engagement of the U.S. Army Corps of Engineers. Capitol Counsel's role in this effort centers on the congressional and federal funding dimensions: securing USACE project authorization and appropriations support through the annual appropriations process and the Water Resources Development Act, and ensuring that the County's priorities are well-positioned and clearly communicated when it matters most. The County's technical experts will lead in substantive project meetings with USACE; Capitol Counsel will work alongside them to ensure those conversations are supported by the strongest possible congressional and federal relationships.

Capitol Counsel has a strong track record working at the intersection of Congressional action and USACE priorities on behalf of municipal clients. We have secured operations and maintenance funding for water resources infrastructure for clients in St. Petersburg, Florida, and Richmond, Virginia, working through the congressional authorizing and appropriations committees to advance those priorities at the federal level. We have also supported a significant nonprofit client on the Boston waterfront in navigating federal processes and building the congressional and intergovernmental relationships necessary to move their

priorities forward. That experience, combined with our appropriations depth and familiarity with the WRDA process, is directly applicable to the work ahead for Lee County. Where complementary federal funding opportunities exist, such as through DHS disaster mitigation programs or Interior STAG grants, Capitol Counsel will identify and pursue them as appropriate.

For the Fort Myers Beach Pier and Alico Road Extension, Capitol Counsel will:

- Work with the County's Congressional delegation to secure authorization and appropriations support for both projects through the annual appropriations process and relevant WRDA legislation.
- Support the County's technical experts in their engagement with USACE by ensuring that the relevant congressional offices and committee staff are informed of project priorities and prepared to reinforce the County's position with agency leadership.
- Monitor USACE rulemaking, budget submissions, and civil works program developments for items affecting the County's projects, and advise County staff accordingly.
- Identify and pursue opportunities to advance project authorization and funding through WRDA, appropriations report language, and other available Congressional mechanisms.
- Facilitate introductions and coordinate with appropriate federal officials to ensure that County priorities are visible and well-understood at the agency level, in support of the County's own technical engagement.

Ongoing Policy, Funding, and Legislative Support

Beyond the County's highest-priority projects, Capitol Counsel will provide a full suite of ongoing federal advocacy services:

- Identify emerging legislative and regulatory issues that could affect Lee County beneficially or adversely and develop proactive response strategies.
- Review federal agency grant opportunities weekly and provide a regular electronic summary to County staff.
- Utilize established relationships with federal agency officials to advise County staff on grant program priorities and position applications for success.
- Provide full advocacy support for County grant submissions, including obtaining Congressional support letters, facilitating meetings with agency officials, and conducting direct advocacy on submitted applications.
- Coordinate with the County's state lobbying firm to identify and monitor federal funding opportunities that may require state-federal coordination.
- Assist in scheduling and preparing for Washington, DC, visits by County Commissioners and staff, providing real-time feedback on Congressional and agency priorities.
- Report on ongoing activities through regular calls with the County's designated point of contact, and provide written documentation as needed to fulfill County reporting requirements.
- Travel to Lee County as directed by the County to meet with County personnel and Commissioners.

Price and Fee Proposal

Capitol Counsel proposes a monthly retainer of \$10,000 (ten thousand dollars) for the full scope of lobbying and advocacy services described in this proposal. Through our review of publicly available County documentation, we understand that serious consideration has been given to this investment in federal representation, and we believe that consideration is well-founded. Capitol Counsel will provide substantial, high-quality service at an appropriate cost, ensuring that the County's technical work and infrastructure priorities are clearly understood and compellingly presented to the stakeholders who matter most. We look forward to partnering with Lee County toward a significant return on that investment.

This agreement would be for a one-year period with the option to renew annually at the discretion of the County, and would be cancelable by either party for any reason with 30 days' written notice. Travel outside the Washington, DC region undertaken on behalf of the County for official purposes, including in-person travel to Lee County, will be billed to the County at cost. All other out-of-pocket expenses incurred on behalf of the County would likewise be billed at cost with prior County approval.

Capitol Counsel is ready to go to work for Lee County. Our bipartisan team, deep appropriations expertise, direct relationships within the current Administration and across both chambers of Congress, and proven track record securing large-scale federal investment for municipal clients make us the right partner for this moment. We welcome the opportunity to discuss this proposal further and look forward to demonstrating what Capitol Counsel can deliver for Lee County.

Sincerely,



Joseph Eannello
Partner and Legislative Director
Appropriations Practice Chair
Capitol Counsel LLC
700 13th Street NW, Second Floor
Washington, DC 20005
202-861-3200

EXHIBIT B
FEE SCHEDULE

Vendor Retainer

In accordance with this Agreement, the County shall pay the Vendor a monthly retainer of \$10,000.00 (ten thousand dollars).

Reimbursable Expenses

Subject to the County's prior approval of the expenditure, Vendor shall receive reimbursement for reasonable out-of-pocket expenses and travel out of the Washington, D.C. metropolitan area.

In addition to the Vendor's service fee, subject to the County's prior approval of the expenditure, the County shall reimburse the Vendor for out-of-pocket expenses resulting directly from the Vendor's work under this Agreement as described in Exhibit A.

Travel costs shall be paid in accordance with the Lee County Travel Policy, attached herein.

All reimbursement requests must include copies of receipt(s) or any other reasonable documentation pertaining to reimbursement request.

EXHIBIT B - ATTACHMENT 1

ADMINISTRATIVE CODE BOARD OF COUNTY COMMISSIONERS	
CATEGORY: Financial/Fiscal/Budget	CODE NUMBER: AC-3-21
TITLE: Travel Authorization and Reimbursable Expenses (Florida Statute 112.061)	ADOPTED: 04/07/93
	AMENDED: 09/21/94; 12/16/03; 03/15/05; 05/23/06; 01/30/07; 12/11/07; 04/29/08
	ORIGINATING DEPARTMENT: County Administration/ Administrative Services
<p>PURPOSE/SCOPE: To define various categories of travel, approvals required and procedures for prepayment, advances and reimbursement.</p> <p>POLICY/PROCEDURE: When County officials or employees spend their personal resources for travel which is in the course of County business or in support of a County purpose, such officials and employees may be reimbursed for such expenses from County funds.</p> <p>Travel and related expenses may be authorized for employees attending annual meetings, conferences, etc. where CEU's or credits towards licenses are issued when such licenses or certifications are required for their assigned job.</p> <p>Travel categories are defined as follows:</p> <p><u>Local Travel – Requires Supervisor (or designee) Approval</u> When authorized, County employees may, for County business, utilize their personal vehicles and incur personal expenses for travel within Lee County or adjacent counties and shall be eligible for reimbursement for allowable expenses of such travel.</p> <p><u>Definition:</u> Local travel within Lee County including Gasparilla Island, Boca Grande and one day travel to counties within the state of Florida. Also identified as Class "C" travel. This category includes short trips where mileage and tolls are the only reimbursement.</p>	

AC-3-21 (Continued)

Allowable Reimbursements:

For local travel the allowable reimbursements will be the approved mileage rate for miles actually traveled and other actual travel-related expenses such as tolls, parking fees, transit fares, county business phone calls, or meals (if they are part of the program and included in the cost of the registration fee). For local travel, reimbursement may be made through procurement card, direct voucher or petty cash (as appropriate and shall be paid in accordance with the most recent U.S. General Services Administration (USGSA) rate and actual cost for other expenses):

Out of County Travel – Requires Division Director (or designee) Approval

Definition:

Travel that is required in the course of County business within the United States of America that does not fall within the definition of local travel. Also identified as either Class “A”, Class “B” and Class “C” Travel as appropriate.

Allowable Reimbursements:

The allowable reimbursement for out of county travel will be the approved travel mileage rate for miles actually traveled when utilizing a personal vehicle; common carrier fares; automobile rental; tolls, taxi or transit fares; parking fees; private charters; lodging; meals; phone and telegraph and facsimile fees.

Expenses such as hotel, airfare, registration fees, etc. may be prepaid through a direct voucher, charged on a county procurement card, or reimbursed to the traveler after the travel takes place.

Travel advances may be issued to a County employee when specifically authorized by the County Manager, County Attorney, or Hearing Examiner or their designee, per their respective departments.

International Travel – Requires County Administrator (or designee) Approval

Definition:

Travel required during the course of County business to locations outside the United States of America. Due to the nature of their role in Lee County operations, VCB personnel are exempt from requiring County Manager’s approval of their international travel.

AC-3-21 (Continued)

Allowable Reimbursements:

The allowable reimbursement for foreign travel will be in accordance with Administrative Code AC-3-7 "Allowed Expenditures for Entertainment/Promotion", and any applicable Federal Guidelines. Otherwise it will be the approved travel mileage rate for miles actually traveled when utilizing a personal vehicle; common carrier fees; automobile rental; tolls; taxi or transit fares; parking fees; private charters; lodging; meals, phone, and telegraph or facsimile fees.

Expenses such as hotel, airfare, etc. may be prepaid through a direct voucher, charged on a county procurement card, or reimbursed to the traveler after the travel takes place.

Travel advances may be issued to a County employee when specifically authorized by the County Manager, County Attorney, or Hearing Examiner or their designee, per their respective departments.

TRAVEL GUIDELINES

A traveler may be reimbursed the actual and necessary fees for attending events which are not included in a basic registration fee that directly enhance the public purpose of the participation of the County in the conference. Such expenses may include, but not be limited to, banquets and other meal functions. It shall be the responsibility of the traveler to substantiate that the charges were proper and necessary.

Whenever possible the employee should use Lee County's tax-exempt number so that Lee County will not be charged sales tax. It is recognized that it is sometimes impossible to use this number because of uninformed hotel personnel or similar reasons. When using the actual expense method for reimbursements, any sales taxes which are applied to lodging bills shall be considered as part of the actual expenses and will be reimbursed in the same manner as other expenses that may be considered a travel expense.

ALLOWANCES

Travel day – a period of 24 hours consisting of 4 quarters of 6 hours each. Fractional parts of quarters paid as full quarters.

Class "A" Travel – continuous travel of 24 hours or more away from official headquarters.

Class "B" Travel – continuous travel of less than 24 hours which involves overnight absence from official headquarters.

Class "C" Travel – one day travel to include those trips beyond Lee County and adjacent counties. Those trips beyond Lee County and adjacent counties can be reimbursed for breakfast (when travel begins before 6:00 a.m. and extends beyond 8:00 a.m.); lunch (when travel begins before 12:00 noon and extends beyond 2:00 p.m.) and; dinner (when travel begins before 6:00 p.m. and extends beyond 8:00 p.m.).

AC-3-21 (Continued)

MEAL & MILEAGE ALLOWANCES –

Meals shall be paid in accordance with the most recent USGSA Code per Florida Statute 112.061 (specific travel reimbursement amounts will be based on location). For areas not included on the USGSA list, the closest city in the region will be used.

Breakfast – when travel begins before 6:00 A.M. and extends beyond 8:00 A.M.

Lunch – when travel begins before 12:00 noon and extends beyond 2:00 P.M.

Dinner – when travel begins before 6:00 P.M. and extends beyond 8:00 P.M. or when travel occurs during nighttime hours due to special assignment.

Mileage shall be paid pursuant to USGSA Code, and said rate shall be amended from time to time to be consistent with the USGSA Code change.

Travel expenses of travelers shall be limited to those expenses necessarily incurred by them in the performance of a public purpose authorized by law to be performed by the agency.

TIPS & GRATUITIES

Pursuant to Florida Administrative Code Rule 69 I-42.010 tips and gratuities are now reimbursable as follows (and as updated time to time by the State of Florida).

- a. Taxi – actual tips not to exceed 15% of the fare.
- b. Mandatory valet parking, not to exceed \$1.00 per occasion, and incurred in performance of public business.
- c. Portage – not to exceed \$1.00 per bag or total of \$5.00.

REQUIRED DOCUMENTATION (FORMS)

Local Travel Report: This form will be required to be completed in conjunction with Class “C” Travel. Approval must be obtained prior to actual travel except for the short trips such as errands or meetings pertaining to County business.

Non-Local Travel Report: This form will be required to be completed in conjunction with all Class “A” or Class “B” Travel. Approval by the appropriate authorizing official must be obtained prior to the actual travel and all pertinent purchase orders should be issued.

REQUIRED DOCUMENTATION

All original invoices will be sent in to Finance with the final reimbursement request. Copies will be used to request individual payments for registration, rental vehicles, airfare or any other expense. In the event no reimbursement will be sought, it will still be necessary to submit all original receipts attached to a travel report to Finance.

AC-3-21 (Continued)

RENTAL VEHICLES

Written justification is necessary for the use of rental vehicles. The justification should be based on the cost of renting vs. using alternative local transportation. i.e. taxi, bus, shuttle, etc. This justification will be required to be on file in Finance.

ACCELERATE ARRIVAL OR DELAY DEPARTURE

It is acceptable to accelerate arrival or delay departure, if approved at the proper level. It will also be necessary to provide Finance with documentation that there will be no additional cost to the County. This may be accompanied by comparison of airfares on different days compared to hotel.

LODGING SELECTION

When choosing a hotel, conference and surrounding hotel rates may vary drastically. While moderate price range rooms will not be questioned, written justification will be required by Finance for higher priced accommodations.

TRAVEL REIMBURSEMENT FOR OUTSIDE PERSONS

Persons who contribute time and service as consultants, advisors or other contracted professionals to the County may be reimbursed for travel expenses incurred for a County purpose. Such reimbursements must be authorized by the County Manager, County Attorney or Hearing Examiner and shall be subject to the policies and procedures as approved for regular employees of Lee County. Reimbursements for these charges may not be paid for out of the 4000 object code series. Meals shall be paid in accordance with the most recent USGSA Code per Florida Statute 112.061 (specific travel reimbursement amounts will be based on location). For areas not included on the USGSA list, the closest city in the region will be used.

Travel for members of the public who are clientele of a County program and when such travel is a legitimate part of the County program must be authorized by the County Manager, County Attorney or Hearing Examiner and shall be subject to policies and procedures as approved for regular employees of Lee County. Reimbursements for these charges will be charged to other professional services.

Candidates for employment with Lee County may be reimbursed for travel expenses (interview expenses) in accordance with policies and procedures, approved for regular employees of Lee County (No Travel Form is required). The County Manager, County Attorney, Hearing Examiner or Department Director will be responsible for approving such travel and reimbursement of expenses.

EXHIBIT C INSURANCE



Lee County Insurance Requirements Includes Professional Liability

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL); or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **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:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

- d. **Errors and Omissions** - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice, privacy and network security insurance covering for losses arising from disclosure of confidential information, or other professional services.

\$1,000,000 per occurrence

****The required minimum limit of liability shown in a. and b. 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."***

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**Lee County Insurance Requirements
Includes Professional Liability**

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. Under the **Description of Operations**, the following must read as listed:

"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."

b. The certificate holder must read as follows:

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

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EXHIBIT D



Affidavit of Compliance with Sections 287.138 and 787.06, Florida Statutes

Before me, the undersigned authority, personally appeared (name of affiant) JOSEPH EANNELLO, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

- Affiant is the (title) PARTNER of (business name) CAPITOL COUNSEL LLC which does business in the State of Florida, hereinafter called the "Vendor."
- Vendor, pursuant to Section 287.138, Florida Statutes, certifies that (1) Vendor is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a "controlling interest" in Vendor, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Vendor is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this affidavit, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes, as amended from time to time.
- Vendor, pursuant to Section 787.06, Florida Statutes, certifies that Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, as amended from time to time.
- This Affidavit is executed by the Vendor in accordance with Section 287.138, Florida Statutes, for the purposes of preventing the County from entering contracts with foreign entities of concern which would provide Vendor access to an individual's personal identifying information.
- This Affidavit is executed by the Vendor in accordance with Section 787.06, Florida Statutes.

[Signature]
(Signature)

4-24-26
(Date)

Lee County Solicitation Number: L01260188CMR

Lee County Contract Number: _____

STATE OF District of Columbia

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this 24th day of April 2026, by Joseph Eannello who has produced _____ as identification.
(Print Or Type Name)

Maryland Driver's License
(Type Of Identification)

[Signature]
Notary Public Signature

Printed Name of Notary Public TRACEYA A. GRAY
Notary Public, District of Columbia
My Commission Expires February 14, 2029

Notary Commission Number/Expiration

