

**AGREEMENT FOR
STATE LEGISLATIVE AND EXECUTIVE BRANCH LOBBYING SERVICES**

THIS AGREEMENT ("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 Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A., a Florida corporation, whose address is 420 S. Orange Avenue, Suite 700, Orlando, FL 32801, and whose federal tax identification number is 59-2049716, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase lobbying services from the Vendor in connection with "State Legislative and Executive Lobbying Services" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP180349TJM on June 12, 2018 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on July 30, 2018; and,

WHEREAS, the Vendor has reviewed the services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such 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. SERVICES

The Vendor agrees to diligently provide all services for the Purchase in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of the Solicitation, as modified by its addendum, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

This Agreement shall commence immediately upon the effective date and shall continue for a period of one year. The County reserves the right to renew this Agreement for up to three (3) additional one-year periods, and to negotiate lower pricing as a condition for each renewal, upon mutual

agreement of both parties. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation 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 services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, and the Attachments to Exhibit B, all of which are 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. 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 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 services as described in Exhibit A (and the corresponding fees as described in Exhibit B and the Attachments to Exhibit B) that were provided during that invoicing period.
- C. For ongoing work, progress payments shall be paid monthly in proportion to the percentage of 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 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. The additional compensation shall be agreed upon before commencement of any additional services and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service provided or work performed 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+ Class VII 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 of all services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies, or if directed by County, supply a comparable replacement 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, publicrecords@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 DOCUMENTS

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

X. TIMELY PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and associates providing services under this Agreement 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. Any change or substitution to the Vendor's key personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all services shall be rendered 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. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. 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 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. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:		County's Representatives:	
Name:	<u>Cari L. Roth</u>	Names:	<u>Roger Desjarlais</u> <u>Mary Tucker</u>
Title:	<u>Shareholder</u>	Titles:	<u>County Manager</u> <u>Director of Procurement Management</u>
Address:	<u>215 S. Monroe Street, Suite 815</u> <u>Tallahassee, FL 32301</u>	Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>
Telephone:	<u>850-999-4100</u>	Telephone:	<u>239-533-2221</u> <u>239-533-8881</u>
Facsimile:	<u>850-577-0095</u>	Facsimile:	<u>239-485-2262</u> <u>239-485-8383</u>
E-mail:	<u>croth@deanmead.com</u>	E-Mail:	<u>rdesjarlais@leegov.com</u> <u>mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
 2. Solicitation
 3. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

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

WITNESS:

**Dean, Mead, Egerton, Bloodworth,
Capouano, & Bozarth, P.A.**

Signed By: _____

Signed By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____

CHAIR

DATE: _____

Commissioner Cecil L Pendergrass
Lee County Board of County Commissioners
District 2

ATTEST:

CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: _____

DEPUTY CLERK

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

BY: _____

OFFICE OF THE COUNTY ATTORNEY



EXHIBIT A SCOPE OF SERVICES

1.0 GENERAL SCOPE

Vendor shall represent County's interests before the Florida Legislature and the Executive Branch of the State government.

2.0 SCOPE OF SERVICES

Vendor shall provide a full range of professional lobbying services and advocacy before the Florida Legislature, the Governor, the Cabinet, and executive departments, agencies, offices, commissions, and other governmental units of the State of Florida with respect to all matters contained within the County's State legislative agenda, assigned executive branch projects, and other issues or projects of the County as assigned by the County Manager and/or his designee.

Areas of responsibility to achieve such representation include, but are not limited to, the following:

1. Help develop an annual legislative agenda that clearly and concisely communicates the County's:
 - a. Objectives for funding allocations, grants and local projects;
 - b. Position on legislation that pre-empts home rule;
 - c. Position on specific issues of local interest that are under debate in committees.
2. Consult with the County on specific strategies to effectively:
 - a. Promote the County's agenda to members of the Legislature, the Governor and Cabinet members, executive departments, agencies, offices, commissions and other governmental units of the State of Florida;
 - b. Maximize the County's use of State programs and allocations.
3. Implement these strategies by:
 - a. Attending legislative committee meetings, briefings and hearings during Session and interim committee weeks;
 - b. Regularly briefing Lee County staff and commissioners;
 - i. Identifying opportunities for Lee County to appear before committees, participate in hearings and submit comments;
 - c. Arranging meetings, if needed, in Tallahassee among Lee County staff and Commissioners and legislative committee members and State agency staff, including coordinating "Lee County Legislative Day" activities in conjunction with FAC's annual legislative event.
4. Monitor, review and comment on the:
 - a. Progress of Lee County bills, amendments, applications and proposals;

- b. Filing of new bills with the potential to affect issues important to Lee County and updating the County's legislative agenda, its objectives and communication strategies, if needed;
 - c. Proposed changes to funding formulas or allocations and agency proposals, administrative rules and regulations.
- 5. Take the lead on drafting all letters, briefing sheets and other written communication materials used to promote the County's agenda.

End of "Exhibit A" Scope of Services

**EXHIBIT B
FEE SCHEDULE**

<i>Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
Monthly fee for Vendor to provide to County all services described in Exhibit A. This fee shall include all of the Vendor's expenses related to the execution of the work.	Flat Rate	\$5,500.00/ Month

In addition to the flat monthly rate above, the County shall reimburse the Vendor for lobbying registration fees, at the Vendor's actual cost, upon receipt by the County of proof of the Vendor's payment of such fees.

ATTACHMENT NO. 1 TO EXHIBIT B
ADDITIONAL RATES

Hourly rates for Additional Services: Should the County require additional services from the Vendor, the County may agree to pay the Vendor for services at the rates provided below. Additional services shall only be authorized by a duly executed amendment to this Agreement according to Article V.

The following hourly rates may only be charged upon express approval by the County:

Name	Position	Hourly Rate
Cari. L Roth	Shareholder	\$425.00
Peter M. Dunbar	Shareholder	\$500.00
Martha J. Edenfield	Shareholder	\$425.00
H. French Brown, IV	Of Counsel	\$385.00
Brittany O. Finkbeiner	Associate	\$300.00
Michael B. Dobson	Associate	\$200.00
Theresa Zerkle	Admin. Assistant	\$50.00

ATTACHMENT NO. 2 TO EXHIBIT B

REIMBURSABLE EXPENSES AND COSTS

Should the County require additional services from the Vendor, and when the Vendor's compensation for additional services is based on an hourly rate for professional and/or technical personnel, the Vendor may, in addition to such hourly rates as are set forth herein and at the County's sole discretion, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs for travel. Additional services shall only be authorized by a duly executed amendment to this Agreement according to Article V. Such amendment shall describe the costs eligible for reimbursement, if any.

All requests for reimbursement must be accompanied by a receipt showing payment by the Vendor. All approved expenses will be reimbursed at actual cost except for meals, mileage and gratuity, which shall be reimbursed as further described below.

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (e.g., film/developing):	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

MEAL & MILEAGE ALLOWANCES –

1. 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.
2. 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.
3. 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 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.

EXHIBIT C INSURANCE REQUIREMENTS



Major Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's 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, and 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 Chapter 440, Florida Statutes, 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

**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."*

EXHIBIT C INSURANCE REQUIREMENTS

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. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902

b. *"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

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