

FIRST AMENDMENT OF AGREEMENT FOR STATE LEGISLATIVE AND  
EXECUTIVE BRANCH LOBBYING SERVICES

THIS FIRST AMENDMENT OF THE AGREEMENT FOR STATE LEGISLATIVE AND EXECUTIVE BRANCH LOBBYING SERVICES, is made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A. ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the purchase of lobbying services through Solicitation RFP180349TJM with Vendor on the 2<sup>nd</sup> day of October, 2018 ("Agreement"); and,

WHEREAS, consistent with the enactment of revisions to Sections 11.045 and 112.3215 and related provisions of the Florida Statutes during the 2005-B Special Session of the Legislature, the Parties desire to amend Exhibit B Fee Schedule to more clearly identify the Vendor's services and compensation.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The following is added to Exhibit B Fee Schedule:

Further, the flat monthly fee and services are divided into the following categories:

1. **Lobbying before the Legislature:** The County and Vendor agree that the portion of time and services under the Agreement that is to be devoted to influencing or attempting to influence legislative action or non-action through oral or written communication or attempting to obtain the goodwill of members of the Legislature and employees of the Legislature shall be equal to thirty-four percent (34%) of the total time and services to be provided under this Agreement. The monthly compensation to be paid for these services shall be \$1,870.00. (\$22,440.00 yearly).

2. **Lobbying before the Executive Branch:** The County and Vendor agree that the portion of time and services under the Agreement that is to be devoted to influencing or attempting to influence an agency with respect to a decision of the agency in the area of policy through oral

or written communication or attempting to obtain the goodwill of an agency official or employee shall be equal to thirty-three percent (33%) of the total time and services to be provided under this Agreement. The monthly compensation to be paid for these services shall be \$1,815.00. (\$21,780.00 yearly).


**3. Other Non-Lobbying Services:** The County and Vendor agree that the portion of time and services under the Agreement to be devoted to non-lobbying services for the County and its employees, including, but not limited to, preparation of written and oral offerings and briefings, legal research, advice on election demographics, attendance at meetings of the County and periodic related travel, and the preparation of written opinions and reports for the County, shall be equal to thirty-three percent (33%) of the total time and services to be provided under this Agreement. The monthly compensation to be paid for these services shall be \$1,815.00. (\$21,780.00 yearly).

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, this First Amendment of the Agreement has been signed and sealed,  
in duplicate, by the respective parties hereto.

DATED this 15 day of November, 2018 by the Lee County Board of County  
Commissioners.

COUNTY: LEE COUNTY, FLORIDA

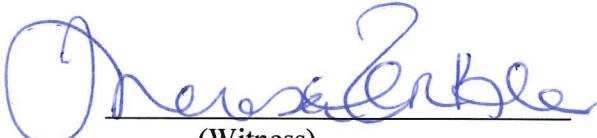
BY:   
Mary G. Tucker  
Director of Procurement Management, on  
behalf of the Board of County  
Commissioners

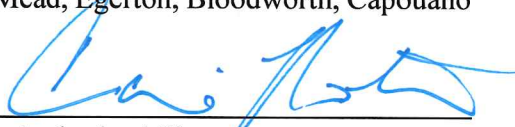
APPROVED as to Form for the Reliance of  
Lee County Only

BY:   
County Attorney's Office

DATED this 31<sup>st</sup> day of October, 2018 by Dean, Mead, Egerton, Bloodworth, Capouano  
& Bozarth, P.A.

ATTEST:

  
(Witness)

BY:   
Authorized Signature

Cari Roth  
Authorized Signature Printed Name

Shareholder  
Authorized Signature Title

CORPORATE SEAL: