



John E. Manning
District One

Cecil L. Pendergrass
District Two

Larry Kiker
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
Hearing Examiner

(239) 533-5450

January 12, 2015

Mr. Craig Dunlap
Dunlap & Associates Inc.
1146 Keyes Avenue
Winter Park, FL 32789

SUBJECT: CN140196 FINANCIAL ADVISOR

ENCLOSURE (1): Executed Copy of Service Provider Agreement

ENCLOSURE (2): Professional Services Invoice Statement

Dear Mr. Dunlap:

Enclosed is your executed copy of the Service Provider Agreement for the project known as "Financial Advisor".

The Contract No. is **6981** and must be on all invoices.

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

Sincerely,
PROCUREMENT MANAGEMENT

Diana Khan

Diana Khan
Procurement Manager

C: Financeonbase@leeclerk.org
Project File

C-6981

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this 24th day of Nov, 2014, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and **Dunlap & Associates, Inc.** hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the services of said PROVIDER as further described herein referred to as **CN140196 Financial Advisor**, and,

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

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

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

ARTICLE 1.0 - SCOPE OF SERVICES

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

ARTICLE 2.0 - DEFINITIONS

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

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

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

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

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

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

ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

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

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

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

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

3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

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

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

3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS.

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

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

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

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

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

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

ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

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

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

4.3 METHOD OF PAYMENT.

(1) MONTHLY STATEMENTS.

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

(2) PAYMENT SCHEDULE.

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

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

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

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

ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

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

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

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

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

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

ARTICLE 6.0 - SECURING AGREEMENT

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

ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

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

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

ARTICLE 8.0 - APPLICABLE LAW

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

ARTICLE 9.0 - NON-DISCRIMINATION

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

ARTICLE 10.0 - INSURANCE

10.1 INSURANCE COVERAGE TO BE OBTAINED

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

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

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

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

10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

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

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

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

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

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

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

(C) The date of expiration of coverage.

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

ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

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

(1) WORKERS' COMPENSATION

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

\$100,000 per accident

\$100,000 disease limit.

\$500,000 disease – policy limit

(2) COMMERCIAL GENERAL LIABILITY

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

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

Coverage must include the following:

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

(3) BUSINESS AUTOMOBILE LIABILITY

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

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

(4) ERRORS AND OMISSIONS

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

Coverage must include the following:

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

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

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

ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

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

ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

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

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

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

ARTICLE 14.0 - MAINTENANCE OF RECORDS

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

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

ARTICLE 15.0 - HEADINGS

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

ARTICLE 16.0 - ENTIRE AGREEMENT

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

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

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

ARTICLE 17.0 - NOTICES AND ADDRESS

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

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

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

Dunlap & Associates Inc.
1146 Keyes Avenue
Winter Park, FL 32789
Phone/Fax: 407.678.0977/407.678.6240
Attention: Craig Dunlap
Email : jcunlap@dunlapandassociates.com

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

ARTICLE 18.0 - TERMINATION

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

ARTICLE 19.0 - MODIFICATIONS

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

ARTICLE 20.00 – SEVERABILITY

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

ARTICLE 21.00 – VENUE

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

ARTICLE 22.00 – NO THIRD PARTY BENEFICIARIES

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

ARTICLE 23.0 - ACCEPTANCE

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

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

ATTEST:

COUNTY: LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT
Linda Doggett, Clerk

BOARD OF COUNTY COMMISSIONERS

BY: Marcia Wilson
Deputy Clerk

BY: [Signature]
Chair

DATE: 01/09/15



APPROVED as to Form for the Reliance of Lee County Only

BY: [Signature]
County Attorney's Office

ATTEST:

DUNLAP & ASSOCIATES, INC
Firm

[Signature]
(Witness)

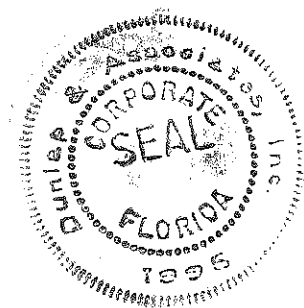
BY: [Signature]
(Authorized Signature)

[Signature]
(Witness)

J. CRAIG DUNLAP
(Printed Name & Title)

DATE: 11-21-14

CORPORATE SEAL:



SCOPE OF SERVICES

for CN140196 Financial Advisor

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

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

BASIC SERVICES FOR GENERAL COUNTY FINANCIAL ADVISOR

1. Advise the County on the most fiscally responsible process of conducting the sale of bonds by recommending competitive bidding, negotiation, or some other means. The Financial Advisors will not participate either directly or indirectly as underwriters in the sale of the bonds, nor have any financial interest, directly or indirectly in such sale, except as to compensation paid hereunder by the County.
 - a. For competitively bid bond issues:
 - (1) Assist the County in preparing the bid documents, including but not limited to the notice of sale.
 - (2) At the time of the sale, advise the County as to the best bid received, based upon the verification of bids, and recommend an award, which in the Financial Advisor's judgment is in the best interest of the County.
 - (3) Assist in bid protest procedures as needed.
 - b. For negotiated bond issues:
 - (1) Assist in determining the optimal timing of the issue.
 - (2) Assist the County in preparing a Request for Proposal.
 - (3) Assist the County in preparing presentations to the universe of underwriters in order to fully describe the bonds to be issued.
 - (4) Participate in the evaluation of the proposals received with selected County personnel.
 - (5) Participate in the "pricing call" and advise the County as to the reasonableness of the components of the underwriters' spread.
 - c. For other means of bond procurement:
 - (1) As directed by the County.

SCOPE OF PROFESSIONAL SERVICES (Continued)

2. Provide or evaluate specific recommendations on each bond issue regarding the following:
 - a. Aggregate principal amount of bonds to be issued;
 - b. The timing of the offering;
 - c. The definitive structure of the bond issue, including but not limited to maturity range, Serial and/or Term Bonds, CAB's, etc.; and
 - d. Optional Redemption and Call Provisions.
3. Prepare and present to the Board of County Commissioners an independent analysis for each bond issue. The analysis should address the interest rate, underwriter's fees and other factors and the analysis should indicate whether the transaction terms are the most beneficial to the County for the type and timing of each transaction.
4. Prepare a timetable for bond issues and assist the County in coordinating meetings and conference calls.
5. Assist the County with the preparation of cash flow forecasts for proposed issues addressing debt service requirements and sources of funding.
6. Provide advice and assistance as needed to the County and to bond counsel through the County Attorney's office as to preparation of the necessary bond authorizing ordinance(s) and other proceedings. Assist with validation of the bonds through preparation of financial tables and exhibits and the presentation of testimony when necessary.
7. Provide assistance to the County in the composition of the Preliminary and Final Official Statements which shall conform to current acceptable disclosure guideline standards so as to make the most favorable full and accurate disclosure to the rating agencies and underwriters, and provide for the printing of Preliminary and Final Official Statements.
8. Assist in the preparation and review of all necessary Closing Documents and coordinate printing, signing and delivery of bonds on an as-needed basis.
9. Assist the County in selecting trustees, paying agents and other financial intermediaries as necessary and assist in arranging for appropriate bond insurance as required.
10. Provide, on request, reports of municipal market conditions both within the State of Florida and nationwide.
11. In the area of short-term financing, provide the County with advice, guidance and assistance in bond anticipation notes, bank loans, commercial paper and interest rate swap programs, upon request.
12. Review existing debt structure and financial resources to determine available borrowing capacity and the desirability of refinancing any or all of the existing debt.
13. Develop financial models as needed to help solve complex financial issues in such areas as Transportation and Solid Waste.
14. The Financial Advisor shall be available to the County to discuss and make recommendations on such other financial matters as requested of the County, and shall be available for formal presentations to the Board of County Commissioners as necessary.

SCOPE OF PROFESSIONAL SERVICES (Continued)

15. It is understood that the services being solicited by this request shall be on a non-exclusive basis with the advisor(s) in its sole discretion and that nothing herein contained shall be construed to the contrary.
16. Investment s – Services include the solicitation of Investment Managers and ongoing annual monitoring of Investment Managers performance compared to appropriate bench marks. Financial Advisor will attend quarterly investment meetings as requested. Investment Management services will be in compliance with adopted investment policies of the County.

Section 2. TASKS

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

COMPENSATION AND METHOD OF PAYMENT

For CN140196 Financial Advisor

Section 1. BASIC SERVICES/TASK(S)

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	<p><u>Advisory Services – Basic Svcs-Debt Transactions:</u> Basic Services PER SERIES for General County Finance Advisor Associates with Bonds As Described in Exhibit A – Items 1 - 16 Minimum Fee of \$25,000.00 Maximum Fee of \$80,000.00</p> <p>Basic Services for General Financial Advisor Related to Debt Transactions Other Than Bonds</p> <p>For services related to debt transactions per Series including bank loans, lines of credit, pooled issuances of bonds and services needed for establishing participation in a commercial paper program other than the Florida Association of Counties. Minimum Fee of \$20,000.00 Maximum Fee of \$80,000.00</p> <p>For services related to special assessment financing under the Term Loan Assessment Program and review of documents associated with the Florida Association of Counties Commercial Paper Program</p> <p>For services related to Strategic and Business Planning, Capital Improvement Planning, Public/Private Partnership Consulting and other advisory services not necessarily in connection with the issuance of debt, as requested by the County/</p> <p align="center"><u>Investment Services</u> For refunding bond issues requiring an OMS escrow deposit, Provider will</p>	<p>For the first \$25 million \$1.00 per bond. For the second \$25 million \$0.75 per bond . For the remaining par amount \$0.50 per bond.</p> <p>For the first \$25 million \$1.00 per bond. For the second \$25 million \$0.75 per bond . For the remaining par amount \$0.50 per bond.</p> <p>Hourly Rate after initial Program Set-up</p> <p>Hourly Rate</p>		

	<p>structure, monitor and secure escrows at the following rates: - \$10,000.00 per issue Open Market Securities (OMS)</p> <p>Investment s – Services include the solicitation of Investment Managers and ongoing annual monitoring of Investment Managers performance compared to appropriate bench marks. Financial Advisor will attend quarterly investment meetings as requested. Provide quarterly analysis and review of the Investment Managers performance measured against appropriate benchmarks.</p>	<p>2 basis points (annually) on outstanding investments calculated at the end of each quarter</p>		
--	--	---	--	--

TOTAL

--	--	--

Section 2. ADDITIONAL SERVICES

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

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

Section 3. REIMBURSABLE EXPENSES AND COSTS

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

ATTACHMENT NO. 1 TO EXHIBIT B

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for CN140196 Financial Advisor

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

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Hourly fees for services unrelated to debt issuance: President Senior and Vice President Financial & Computer Analysis	\$170.00/per hour \$150.00 per hour \$130.00 per hour		

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

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

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

ATTACHMENT NO. 2 TO EXHIBIT B

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for CN140196 Financial Advisor

CONSULTANT OR SUB-CONSULTANT NAME _____
 (A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel – Craig and Sylvia Dunlap and Justin Baumgardner	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.565/Mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals:	
Breakfast	\$ 9.00
Lunch	\$13.00
Dinner	\$24.00
In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	
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 (i.e. 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.	

NOTE: N.T.E. indicates Not-To-Exceed
 CMO:033
 01/01/2010

EXHIBIT C

TIME AND SCHEDULE OF PERFORMANCE

for CN140196 Financial Advisor

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 6.00 of this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	Term of this contract is for a period of three years, with an option to automatically renew for two additional one-year periods, upon mutual agreement of both parties. (Staff and Dunlap & Associates, Inc.) November 2014 through November 2019 (initial contract and renewals).		

EXHIBIT D

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

for CN140196 Financial Advisor

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

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise. (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
	NONE					

EXHIBIT E

PROJECT GUIDELINES AND CRITERIA

for CN140196 Financial Advisor

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

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

Item No. 1

Any and all work to be performed by Dunlap & Associates, Inc. must be authorized by one of the following:

1. Lee County Board of County Commissioners by direction of the majority of the Board.
2. County Manager, Deputy County Manager or Assistant County Manager.
3. Budget Director.
4. Fiscal Analyst in the County Manager's Office, Budget Services Division.
5. Clerk's Office Staff
6. Industrial Development Authority

All requests for work, other than those specifically requested by the Board, shall be confirmed in writing. The Fiscal Analyst in Budget **Services shall serve as the Project Manager and point of contact.** The County reserves the right not to compensate Provider for work undertaken outside the parameters of this paragraph.

Item No. 2

It is the responsibility and obligation of the Financial Advisor to bring to the attention of the Board of County Commissioners concerns the Financial Advisor may have regarding specific debt financing transactions and other issues. The Financial Advisor shall provide independent analysis, information and recommendations to the Board of County Commissioners regarding the projects and financial transactions on which the Financial Advisor performs work. At its own initiative, the Financial Advisor may arrange to appear in front of the Board, to discuss matters of concern.

Item No. 3

The County may terminate this contract if changes in Dunlap & Associates, Inc. project personnel are made.

CMO:036
09/25/01

AMENDMENT TO ARTICLES

For: CN140196 Financial Advisor

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

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

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

CMO:
09/25/01



CERTIFICATE OF LIABILITY INSURANCE

DUNLA-1

OP ID: SP

DATE (MM/DD/YYYY)

01/06/15

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Corkhill Insurance Agency, LLC 20 South Bumby Avenue Orlando, FL 32803 Scott Corkhill, AAI #A054965	Phone: 407-898-8891 Fax: 407-898-8813	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Dunlap and Associates 1146 Keyes Ave Winter Park, FL 32789	INSURER A: Nautilus Insurance Company		20494
	INSURER B: Transportation Ins. Company		
	INSURER C: Darwin Select Insurance Co		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		NN428818	04/05/14	04/05/15	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> H & N/O Auto - 1						PERSONAL & ADV INJURY \$ EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ EXCLUDED
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED: RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	594576639	09/16/14	09/16/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liab			03049131R2014	09/02/14	09/02/15	Prof Liab 1,000,000

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

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are named as additional insured with respects to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

LEEBOAR

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott Corkhill

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UNITED SERVICES AUTOMOBILE ASSOCIATION

(A RECIPROCAL INTERINSURANCE EXCHANGE)
9800 Fredericksburg Road - San Antonio, Texas 78288
FLORIDA AUTO POLICY
RENEWAL DECLARATIONS.
(ATTACH TO PREVIOUS POLICY)

ADDL INFO ON NEXT PAGE MAIL MCH-M-1
RENEWAL OF

State 31 33 34 35 Veb POLICY NUMBER
FL 304304304304 Terr 00065 75 20U 7102 3
POLICY PERIOD: (12:01 A.M. standard time)
EFFECTIVE SEP 23 2014 TO MAR 23 2015
OPERATORS
01 JAMES C DUNLAP
09 SYLVIA S DUNLAP
10 ROSA M SEATON
13 ANDREW DUNLAP

Named Insured and Address

JAMES C DUNLAP
1146 KEYES AVE
WINTER PARK FL 32789-2505

Description of Vehicle(s)

Table with columns: VEH, YEAR, TRADE NAME, MODEL, BODY TYPE, ANNUAL MILEAGE, IDENTIFICATION NUMBER, VEH USE, WORK/SCHOOL Miles Per Day, Days Per Week. Rows include BMW, LEXUS, OLDS, MERCEDES.

Each Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. W/C=Work/School; B=Business; F=Farm; P=Pleasure

VEH 31 WINTER PARK FL 32789-2505 VEH 34 WINTER PARK FL 32789-2505
VEH 33 WINTER PARK FL 32789-2505 VEH 35 WINTER PARK FL 32789-2505

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

Coverages table with columns: COVERAGES, LIMITS OF LIABILITY, VEH 31 6-MONTH, VEH 33 6-MONTH, VEH 34 6-MONTH, VEH 35 6-MONTH. Rows include ART A - LIABILITY, ART B - MEDICAL PAYMENTS, ART C - UNINSURED MOTORISTS, ART D - PHYSICAL DAMAGE COVERAGE.

VEH 31 ADDNL INTEREST - PERSONAL CORP DUNLAP AND ASSOCIATES, ORLANDO, FL ENDT A074 APPLIES

ADDITIONAL INTEREST - EMPLOYER
CITY OF CORAL SPRINGS, CORAL SPRINGS, FL
CROSS PAYEE

VEH 31 BMW FINANCIAL SERVICES, HILLIARD OH
VEH 33 LEXUS FINANCIAL SERVICES, ATLANTA GA

ENDORSEMENTS: ADDED 09-23-14 - NONE
REMAIN IN EFFECT(REFER TO PREVIOUS POLICY)- 5100FL(02) A073(05) A074(05)
INFORMATION FORMS: 94629(01)

31 RSM1700000 33 RMF7800000 34 XXX4000000 35 RMM7200000

In WITNESS WHEREOF, the Subscribers at UNITED SERVICES AUTOMOBILE ASSOCIATION have caused these presents to be signed by their Attorney-in-Fact on this date AUGUST 6, 2014

COUNTERSIGNED BY

MARIA ELENA MCALEXANDER

Laura Bishop
President, USAA Reciprocal Attorney-in-Fact, Inc.



UNITED SERVICES AUTOMOBILE ASSOCIATION

(A RECIPROCAL INTERINSURANCE EXCHANGE)
9800 Fredericksburg Road - San Antonio, Texas 78288
FLORIDA AUTO POLICY
RENEWAL DECLARATIONS
(ATTACH TO PREVIOUS POLICY)

ADD INFO ON NEXT PAGE

State 31 33 34 35 Vch POLICY NUMBER
FL 304304304304 Terr 00065 75 20U 7102 3
POLICY PERIOD: (12:01 A.M. standard time)
EFFECTIVE SEP 23 2014 TO MAR 23 2015

Named Insured and Address

JAMES C DUNLAP
1146 KEYES AVE
WINTER PARK FL 32789-2505

Table with columns: VEH, YEAR, TRADE NAME, MODEL, BODY TYPE, ANNUAL MILEAGE, IDENTIFICATION NUMBER, VEH USE*, WORK/SCHOOL Miles One Way, Days Per Week. Rows include BMW, LEXUS, OLDS, MERCEDES.

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. W/C-Work/School; B-Business; F-Farm; P-Pleasure
VEH 31 WINTER PARK FL 32789-2505 VEH 34 WINTER PARK FL 32789-2505
VEH 33 WINTER PARK FL 32789-2505 VEH 35 WINTER PARK FL 32789-2505

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

Table with columns: COVERAGES, LIMITS OF LIABILITY, VEH 31 6-MONTH, VEH 33 6-MONTH, VEH 34 6-MONTH, VEH 35 6-MONTH. Rows include ART D - PHYSICAL DAMAGE COVERAGE, COLLISION LOSS, RENTAL REIMBURSEMENT, and VEHICLE TOTAL PREMIUM.

TOTAL PREMIUM - SEE FOLLOWING PAGE(S)

31 RSM1700000 33 RMF7800000 34 XXX4000000 35 RMM7200000

In WITNESS WHEREOF, the Subscribers at UNITED SERVICES AUTOMOBILE ASSOCIATION have caused these presents to be signed by their Attorney-in-Fact on this date AUGUST 6, 2014

COUNTERSIGNED BY

MARIA ELENA MC ALEXANDER

Laura Bishop

Laura Bishop
President, USAA Reciprocal Attorney-in-Fact, Inc.



UNITED SERVICES AUTOMOBILE ASSOCIATION

(A RECIPROCAL INTERINSURANCE EXCHANGE)
9800 Fredericksburg Road - San Antonio, Texas 78288
FLORIDA AUTO POLICY
RENEWAL DECLARATIONS
(ATTACH TO PREVIOUS POLICY)

State 36 POLICY NUMBER
FL 304 00065 75 20U 7102 3
POLICY PERIOD: (12:01 A.M. standard time)
EFFECTIVE SEP 23 2014 TO MAR 23 2015

Named Insured and Address

JAMES C DUNLAP
1146 KEYES AVE
WINTER PARK FL 32789-2505

Description of Vehicle(s)

Table with columns: VEH, YEAR, TRADE NAME, MODEL, BODY TYPE, ANNUAL MILEAGE, IDENTIFICATION NUMBER, VEH USE, WORK/SCHOOL. Row 1: 36, 14, BMW, 750I 4D, 4 DOOR, 12000, WBAYA8C56ED824992, P, 0, 0.

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. W/C=Work/School; B=Business; F=Farm; P=Pleasure
VEH 36 WINTER PARK FL 32789-2505

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

Table with columns: COVERAGES, LIMITS OF LIABILITY, VEH 36 6-MONTH, PREMIUM, D=DED AMOUNT, VEH, PREMIUM, D=DED AMOUNT, VEH, PREMIUM, D=DED AMOUNT, VEH, PREMIUM, D=DED AMOUNT. Rows include ART A - LIABILITY, ART B - MEDICAL PAYMENTS, ART B - PERSONAL INJURY PROTECTION, ART C - UNINSURED MOTORISTS, ART D - PHYSICAL DAMAGE COVERAGE.

VEHICLE TOTAL PREMIUM 1060.96

6 MONTH PREMIUM \$ 5213.06
PREMIUM DUE AT INCEPTION. THIS IS NOT A BILL, STATEMENT TO FOLLOW.

ADDITIONAL MESSAGE(S) - SEE FOLLOWING PAGE(S)

ISS PAYEE
VEH 36 RBS CITIZENS BANK, WARWICK RI

36 RMF5600000

WITNESS WHEREOF, the Subscribers at UNITED SERVICES AUTOMOBILE ASSOCIATION have caused these presents to be signed by their Attorney-in-Fact on this date AUGUST 6, 2014

COUNTERSIGNED BY

MARIA ELENA MCALEXANDER

Laura Bishop
President, USAA Reciprocal Attorney-in-Fact, Inc.



UNITED SERVICES AUTOMOBILE ASSOCIATION

(A RECIPROCAL INTERINSURANCE EXCHANGE)
 9800 Fredericksburg Road - San Antonio, Texas 78288
FLORIDA AUTO POLICY
 RENEWAL DECLARATIONS
 (ATTACH TO PREVIOUS POLICY)

State		Yeh	POLICY NUMBER	
FL		Terr	00065 75 20U 7102 3	
POLICY PERIOD:			(12:01 A.M. standard time)	
EFFECTIVE			SEP 23 2014 TO MAR 23 2015	

Named Insured and Address

JAMES C DUNLAP
 1146 KEYES AVE
 WINTER PARK FL 32789-2505

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE*		WORK/SCHOOL	
							SYM		Miles Per Day	Days Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. *W/C=Work/School; B=Business; F=Farm; P=Plasure

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES ("ACV" MEANS ACTUAL CASH VALUE)	LIMITS OF LIABILITY		VEH		VEH		VEH		VEH	
	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
EARNED ACCIDENT FORGIVENESS APPLIES WITH FIVE YEARS CLEAN DRIVING WITH USAA. \$ 191.18 HAS BEEN WAIVED DUE TO ACCIDENT FORGIVENESS.										
THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR: VEH 31 - TOWING AND LABOR VEH 33 - TOWING AND LABOR VEH 34 - TOWING AND LABOR VEH 35 - TOWING AND LABOR VEH 36 - TOWING AND LABOR										
FL HURRICANE CATASTROPHE EMERGENCY (NOT INCLUDED IN TOTAL PREMIUM)			ASSESSMENT	\$ 67.77						

In WITNESS WHEREOF, the Subscribers at UNITED SERVICES AUTOMOBILE ASSOCIATION have caused these presents to be signed by their Attorney-in-Fact on this date **AUGUST 6, 2014**

COUNTERSIGNED BY

Maria Elena McAlexander
MARIA ELENA MCALEXANDER

Laura Bishop
 Laura Bishop
 President, USAA Reciprocal Attorney-in-Fact, Inc.

LEE COUNTY
PROFESSIONAL SERVICE AGREEMENT/SERVICE PROVIDER AGREEMENT
INVOICE STATEMENT

Date: _____

CN No.: _____ Contract No.: _____

Project No.: _____

Payment No.: _____ (W.I.P.P. Final) for Period _____ to _____

Project Name: _____

Attachments Yes No

PAYEE: Consultants Name: _____

Mailing Address: _____

City & State _____ ZIP CODE _____

INSTRUCTIONS

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

Deliver Warrant: _____ Special Instructions - If Other than Mail _____

CONTRACTUAL FINANCIAL DATA

ORIGINAL PSA/SPA Amount

PLUS:	Change Order # _____	dated _____	\$ _____	\$ _____
	Change Order # _____	dated _____	\$ _____	
	Change Order # _____	dated _____	\$ _____	
	S.T.A. # _____	dated _____	\$ _____	
	S.T.A. # _____	dated _____	\$ _____	
	S.T.A. # _____	dated _____	\$ _____	

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

LESS:	Change Order # _____	dated _____	\$ _____	
	Change Order # _____	dated _____	\$ _____	
	Change Order # _____	dated _____	\$ _____	
	S.T.A.# _____	dated _____	\$ _____	
	S.T.A. # _____	dated _____	\$ _____	
	S.T.A. # _____	dated _____	\$ _____	

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

Total Amount of Current PSA/SPA \$ _____

Total Amount Completed to Date \$ _____

Less Amounts Previously Invoiced \$ _____

Amount of this Invoice \$ _____

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

Name of DBE(s): _____

Signed Project Manager: _____ Date: _____

Approved Dept/Div Director: _____ Date: _____

Approved Fiscal Person: _____ Date: _____

CONTRACT REVIEW CHECKLIST

CONTRACT TYPE: SERVICE PROVIDER AGREEMENT

SUBJECT: Project known as: CN140196 FINANCIAL ADVISOR
between Lee County and Duncan & Associates, Inc. (V#366795)

Reference: Department Director approval:
County Administrator approval:

Reference: Board action approving contract/agreement

October 21, 2014 Agenda Item No. 1

(2 Originals)

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

(1) By the Director of ROUTED BY PROCUREMENT MANAGEMENT

Project Sponsoring Department

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

Date received _____ Date returned/forwarded _____

Signed _____

(2) By Procurement Management
 Recommending execution
 Not recommending execution for the following reason(s)

Date received 11-24-14 Date returned/forwarded 1-6-15

Signed *Dram*

(3) By the Risk Management
 Recommending execution
 Not recommending execution for the following reason(s)

Date received 01/06/15 Date returned/forwarded 01/07/15

Signed *J*

(4) By the County Attorney
 Recommending execution
 Not recommending execution for the following reason(s)

Date received _____ Date returned/forwarded _____

Signed *DPL 1-7-15*

- (5) **BOARD**
- (6) Clerks Office, Minutes Department 01-09-15 MW
- (7) **PROCUREMENT MGMT.** Diana Khan

RECEIVED
MINUTES OFFICE
2015 JAN -9 AM 9:27

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

Blue Sheet No. 20140602

ACTION REQUESTED/PURPOSE:

A) Concur with the selection of Consultants by the Competitive Negotiations Committee for CN140196 FINANCIAL ADVISOR, and authorize staff to negotiate an annual contract amount with the following firm for a contract period of three years with an option to renew for 2 additional one-year periods, upon mutual agreement of both parties: Dunlap & Associates, Inc.
B) Authorize Chair to execute agreements upon final negotiations.

FUNDING SOURCE:

Fund: General Fund; Program: Non-Dept – Non-Departmental; Project: Financial Services.

WHAT ACTION ACCOMPLISHES:

Approve selection and award of annual contract to Dunlap & Associates, Inc. as the county's Financial Advisor. Authorizes staff to negotiate and award an annual contract with consulting firm: Dunlap & Associates, Inc., to provide the County with financial advisory services on an as needed basis for a contract period of 3 years with an option to renew for 2 additional one-year periods, upon mutual agreement of both parties. Funds are budgeted annually in the General Fund at up to \$50,000 for general services. The Financial Advisor's fees for bond and loan issuances are paid from the proceeds.

MANAGEMENT RECOMMENDATION: Approve

Departmental Category: Item #1		Meeting Date: 10/21/2014
Agenda:	Requirement/Purpose: (specify) <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-4 <input type="checkbox"/> Other	Request Initiated Commissioner: Department: COUNTY MANAGER Division: No Divisions By: Peter Winton

Background:

Letters of Interest were solicited on behalf of the Board of County Commissioners for FINANCIAL ADVISOR. The deadline for receipt of Letters of Interest was July 31, 2014. A total of 4 Letters of Interest were considered at the Competitive Negotiations Committee meetings held on August 14, 2014. The Competitive Negotiations Committee consisted of the following staff members: Pete Winton, County Manager's Office, Chair; Terry Mallow, Clerk of Courts-Finance; Emma Wolf, Budget. Based on the information submitted by the Consultants in their Letters of Interest, it was the consensus of the Committee to shortlist 3 firms: Dunlap & Associates, Public Financial Management, and Public Resources Advisory Group for presentations.

Presentations were conducted on September 5, 2014 with the "short list" firms; it was the consensus of the Committee to recommend to the Board the selection of 1 firm and request Board approval for staff to commence contract negotiations with the 1 firm as follows: Dunlap & Associates, Inc.

Per Section 6 of the Contracts Manual for annual-type master contracts, the Board can concur with the selection of consultants and authorize staff to negotiate an annual contract within the same bluesheet. This will eliminate the need for an additional bluesheet requesting Board approval of the Agreements.

For general information the annual spend for these services for the past three years is under \$50,000 annually for

11. Required Review:

<i>Peter Winton</i>	<i>Robert Franceschini</i>	<i>Emma Wolf</i>	<i>Mike Figueroa</i>	<i>Dawn Perry-Lehnert</i>	<i>Peter Winton</i>
COUNTY MANAGER	Purchasing	Budget Analyst	Risk	County Attorney	Budget Services
<i>Roger Desjarlais</i>					
County Manager					

12. Commission Action:

general consulting. Fees for help with bond and loan issuances are paid from the bond proceeds.

Fund: General Fund; Program: Non-Dept – Non-Departmental; Project: Financial Services.

Attachment: (1) Sample Contract

(2) Evaluation meeting minutes dated September 5, 2014

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

DUNLAP & ASSOCIATES, INC.

Filing Information

Document Number	P95000043814
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Principal Address1146 KEYES AVENUE
WINTER PARK, FL 32789

Changed: 01/14/2005

Mailing Address1146 KEYES AVENUE
WINTER PARK, FL 32789

Changed: 01/14/2005

Registered Agent Name & AddressDUNLAP, JAMES C
1146 KEYES AVENUE
WINTER PARK, FL 32789

Name Changed: 01/28/2004

Address Changed: 01/14/2005

Officer/Director Detail**Name & Address**

Title P

DUNLAP, JAMES C
1146 KEYES AVENUE
WINTER PARK, FL 32789**Annual Reports**

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 2013 01/28/2013
 2014 01/15/2014

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