



## Proposed Agreement

November 28<sup>th</sup>, 2022

Mr. Roger Desjarlais  
County Manager, Lee County  
2115 Second Street  
Fort Myers, FL 3901

Dear Mr. Desjarlais:

On behalf of The Advocacy Group at Cardenas Partners LLC (FIRM), we thank you for the opportunity to submit this proposal to represent Lee County (CLIENT). This letter sets forth the scope and terms of our engagement:

1. **Nature of Consulting Services.** Effective December 1<sup>st</sup>, 2022, the FIRM will assist the CLIENT with strategic consulting and advocacy services before the Florida Government.
2. **Fees for Services.** In exchange for these services, the CLIENT agrees to pay the FIRM the sum of \$7,500.00 per month until terminated as provided below ("Termination of Representation"). Upon written mutual consent, the monthly retainer amount may be adjusted to reflect a commensurate increase or decrease in workload or modification in the scope of work being performed under the terms of the contract. In the event that the CLIENT is sold, merges with another company or its assets are transferred to a new ownership group, the parties hereto acknowledge that this agreement will remain in effect unless otherwise terminated by mutual agreement of the parties.
3. **Other Projects.** The FIRM may be retained by the CLIENT on an as-needed basis for other projects that are outside the scope of this agreement. In the event such services are required, the parties agree to negotiate separate fees for each project.
4. **Disbursements and other Services.** The FIRM will also bill per month for preapproved disbursements, including lobbyist registration fees, charges for certified or registered mail, mass mailing, special copying costs, video conference charges, courier services, expedited mail delivery (e.g., Federal Express), and travel expenses. In addition, the FIRM may bill an amount not to exceed \$200 per month for meals and entertainment incurred during the regular course of business.
5. **Payment of Costs.** The FIRM will invoice the CLIENT monthly. All such invoices shall be due and payable within thirty (30) days of receipt of the invoice.

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- 6. Adverse Representation.** The FIRM may be asked to represent an entity whose interests may be adverse to the interests of the CLIENT. The FIRM is accepting this engagement with the understanding that our representation of the CLIENT will not preclude the FIRM from accepting any other engagement from any existing or new client. The CLIENT consents to The Advocacy Group at Cardenas Partners LLC representing another client provided that (i) any known conflicts are disclosed to the CLIENT, (ii) the representation will not adversely affect The FIRM's responsibilities to and relationship with the CLIENT, and the other client, (iii) such engagement is not substantially related to the subject matter of any services that the FIRM is providing to the CLIENT, and (iv) in accepting such other engagement, the FIRM would not impair the confidentiality of proprietary, sensitive or otherwise confidential communications the CLIENT may make to the FIRM.
- 7. Confidentiality.** The FIRM acknowledges its responsibility, both during and after the term of its appointment, to preserve the confidentiality of any proprietary or confidential information or data developed by the FIRM on behalf of the CLIENT, or disclosed by the CLIENT to the FIRM. The FIRM will maintain the confidentiality of the CLIENT protected information until and unless the CLIENT gives informed consent to reveal such information. Further, the FIRM will apply our professional skill, experience and judgment to achieve the CLIENT's objectives in accordance with the honored standards of our profession.
- 8. Disclosures and Consents.** The CLIENT acknowledges that the FIRM does not practice law and the services that the FIRM offers are not legal services. Accordingly, the CLIENT understands and acknowledges that, in retaining the FIRM, the CLIENT will not have the benefits of an attorney-client relationship and that the protections of attorney-client privilege will not attach to its communications with the FIRM.
- 9. Disclaimer.** The FIRM's services may include advocating the CLIENT's position before governmental agencies in the hopes of obtaining action by the agency favorable to the CLIENT. The CLIENT understands that, while partners of the firm have developed positive professional relationships with governmental officials, that may include the governmental officials involved in the CLIENT's representation, there can be no guarantee that the decisions of the governmental agency will be favorable to the CLIENT. The CLIENT further acknowledges that there have been no representations that the firm or its partners can exert any undue or improper influence over any governmental agency or official.
- 10. Termination of Representation.** Either party may terminate our representation at any time, upon 30 days' written notice.

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Please indicate your agreement to these terms by executing this letter in the space below and returning the original to Stephen Shiver.

We appreciate your confidence in our firm and the opportunity to present this proposal to be of service to Lee County in this matter.

Respectfully,



Stephen Shiver

Agreed and Accepted:

Lee County

By: Roger Desjarlais

Print Name: Roger Desjarlais

Date: 11-28-22