

**CONTRACT NO. 2015000294**

**AGREEMENT BETWEEN CHARLOTTE COUNTY  
and  
DEAN, MEAD & DUNBAR  
for  
FLORIDA STATE LOBBYIST – GOVERNMENTAL RELATIONS**

**THIS AGREEMENT**, is made and entered into this 24<sup>th</sup> day of Aug. 2015 by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as the "County," and DEAN, MEAD & DUNBAR, 215 South Monroe Street, Suite 815, Tallahassee, Florida 32301, hereinafter referred to as the "Consultant."

**WITNESSETH**

**WHEREAS**, the County has determined that it is necessary to retain a consultant to provide full-service government relations to assist with the development and implementation of a state legislative program (inclusive of BP claims), including legislative and administrative representation with members of the legislature, pertinent state officers and agencies, and relevant interest groups, coalitions and associations; and

**WHEREAS**, the Consultant has reviewed RFP No. 2015000294 and Addenda No. 1 required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms; and

**WHEREAS**, the County, through a selection process conducted in accordance with the requirements of law and County policy, has determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of those services described RFP 2015000294.

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

**ARTICLE 1.  
INCORPORATION OF DOCUMENTS**

1.1. RFP No. 2015000294, consisting of pages 1 through 17, issued by the County on May 11, 2015; Addendum No. 1 to RFP 2015000294, issued by County on March 22, 2015; and the Proposal submitted by Consultant dated June 3, 2015, all filed with the Clerk of the Circuit Court of Charlotte County, Minutes Division, as RFP No. 2015000294, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

1.2. In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) This Agreement;
- 2) RFP No. 2015000294 including the Scope of Services, and Addenda No. 1 to RFP 2015000294;
- 3) The Proposal submitted by Consultant dated June 3, 2015.

**ARTICLE 2.**  
**CONSULTANT'S SCOPE OF SERVICES**

2.1. The services which shall be performed by Consultant under this Agreement are professional services associated with lobbying and governmental relations. Consultant will represent the County before the legislative and executive branches of government in Florida. All such services will include consultation with the County through its Board of County Commissioners and professional staff. The County Administrator or his or her designee will be the County's primary points of contact.

2.2. All governmental relations work shall be carried out in accordance with general policies and goals set by the County. The Administrator's designee shall communicate the County's priorities and positions to Consultant, and will also independently monitor legislative proposals, and circulate legislative proposals pertinent to County staff for review and comment.

2.3. The services and assistance the Consultant shall provide to County shall include, but are not limited to, the tasks set forth in Section C. Tasks/Deliverables, of Part II Scope of Services, of RFP No. 2015000294, which are incorporated into and made part of this Agreement.

**ARTICLE 3.**  
**COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICES**

3.1. The annual compensation for all Consultant's services, including legislative appropriation requests and advocacy of the County's priorities for projects potentially eligible for funding under the RESTORE Act, shall be Sixty Thousand Dollars (\$60,000.00), to be billed and paid in twelve (12) equal monthly installments of Five Thousand Dollars (\$5,000.00). This cost includes travel expenses to meetings of the Gulf Consortium and up to two (2) trips to Charlotte County per calendar year.

3.2. In addition to the compensation provided in Paragraph 3.1., above, the County will reimburse to Consultant expenses for lobbyist registration and expenses associated with any additional travel requested by the County. Travel expenses will be reimbursed in accordance with Section 112.061 of the Florida Statutes. No charges will be claimed for cellular phone service, duplication, long distance telephone calls, subscription tracking tools, and any other incidental expenses.

3.3. Consultant shall submit all invoices on a monthly basis to the County Purchasing Division for processing. Billings shall include a summary of any amounts previously billed and any credits for amounts previously paid. Invoices are subject to review and approval by the County Administrator or his or her designee.

3.4. County shall pay Consultant's monthly billings in accordance with Sections 218.70 through 218.80 Florida Statutes, the Local Government Prompt Payment Act.

3.5. Consistent with Sections 11.045 and 112.3215 and related provisions of the Florida Statutes, the services and the compensation for said services are identifiable in the following categories:

1) Lobbying before the Legislature: 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 annual compensation to be paid for these services shall be Twenty Thousand, Four Hundred Dollars (\$20,400.00).

2) Lobbying before the Executive Branch: 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 annual compensation to be paid for these services shall be Nineteen Thousand Eight Hundred Dollars (\$19,800.00).

3) Other Non-Lobbying Services: the portion of time and services under the Agreement to be devoted to non-lobbying services for the client, its members and employees, including, but not limited to, preparation of educational, written and oral offerings and briefings on legislative activities, research, communications with other county representatives and local government associations and interested stakeholders, attendance at meetings of the client and related travel, and the preparation of written reports for the client, shall be equal to thirty-three percent (33%) of the total time and services to be provided under this Agreement. The annual compensation to be paid for these services shall be Nineteen Thousand Eight Hundred Dollars (\$19,800.00).

**ARTICLE 4**  
**CONSULTANT'S RESPONSIBILITIES**

4.1. Consultant shall perform or furnish consulting and related services to a level of technical skill, ability, and diligence customarily provided by an experienced professional in his or her field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in his or her field of expertise, as represented to the County, both orally and in writing, to be possessed by Consultant, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional consulting practice and with the laws, statutes, ordinances, codes, rules and regulations governing Consultant's profession. The same standards of care shall be required of any subconsultant or subcontractor engaged by Consultant.

4.2. Consultant shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Consultant or any subconsultant or subcontractor engaged by Consultant for one year after the completion of Consultant's services under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any of County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement.

**ARTICLE 5.**  
**TERM / TERMINATION**

5.1. The initial term of this Agreement shall commence on November 1, 2015 and shall continue through and including September 30, 2016. Thereafter, this Agreement shall automatically renew at the same prices, terms and conditions, for one- (1) year periods, unless either party provides thirty (30) days written notice of its intent not to renew, or unless terminated sooner pursuant to paragraphs 5.2. and 5.3., below.

5.2. This Agreement may be terminated without cause by either party upon thirty (30) days written notice by certified mail to the other of intent to terminate. This Agreement may be terminated with cause by either party. However, no termination for cause will be effective unless the other party is first given ten (10) calendar days after receipt of notice of intent to terminate in which to cure the cause for termination.

5.3. In the event that the Consultant has abandoned performance under this Agreement, then the County may terminate this Agreement upon three (3) calendar day's written notice to the Consultant indicating its intention to terminate. The written notice shall state the evidence indicating the Consultant's abandonment. Payment for

services performed prior to the Consultant's abandonment shall be as stated Section 5.4., below.

5.4. In the event of termination by either party, Consultant shall be entitled to compensation in an amount proportional to the portion of the final month the contract remained in place. All finished or unfinished documents, data, studies, surveys, memoranda, opinions and reports prepared by Consultant shall become the property of County and shall be delivered by Consultant to County immediately upon the effective date of termination.

**ARTICLE 7.  
NOTICES**

7.1. Any notice required or permitted to be sent hereunder shall be sent certified mail, return receipt requested to the parties at the addresses listed below:

**CONSULTANT:**

Name: Cari Roth, Esq.  
Attorney  
  
Address: Dean, Mead & Dunbar  
215 Monroe Street  
Suite 815  
Tallahassee, Florida 32301

**COUNTY:**

Name: Kimberly A. Corbett, Senior Division  
Manager, Purchasing  
  
Address: 18500 Murdock Circle, Ste. 344  
Port Charlotte, FL 33948

**ARTICLE 8.  
ASSIGNMENT**

8.1. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without the prior written consent of County. Further, no portion of this Agreement may be performed by subcontractors or sub-consultants without written notice to and approval of such action by County.

**ARTICLE 9.  
EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION**

9.1. This Agreement represents the entire and integrated agreement between the County and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral.

9.2. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or



covenant shall not be construed by the other party as a waiver of any subsequent breach.

9.3. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

9.4. This is a nonexclusive contract. The County has the right to enter into contracts with other consultants for providing professional lobbying and governmental relations services.

**ARTICLE 10.**  
**GOVERNING LAW / VENUE**

10.1. This Agreement shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie exclusively in Charlotte County, Florida.

**ARTICLE 11.**  
**INDEPENDENT CONTRACTOR STATUS**

11.1. Consultant is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the County. Neither the County nor any of its employees shall have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or any of Consultant's agents, servants or employees are in any manner agents, servants or employees of the County. It is understood and agreed that Consultant is, and shall at all times remain as to the County, a wholly independent contractor and that Consultant's obligations to the County are solely as prescribed by this Agreement.

**ARTICLE 12.**  
**AUDIT AND RECORDS REQUIREMENTS**

12.1. Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at Consultant's local offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services. Prior to destruction of any records, the Consultant shall notify the County and deliver to the County any records the County requests. Consultant shall require all subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Consultant and the subcontractor.

12.2 If the records are unavailable locally, it shall be the Consultant's responsibility to insure that all required records are provided at the Consultant's expense including

payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the County. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.

12.3. Consultant shall fully cooperate with all public records requests by providing the necessary records to the County promptly upon notice unless the records are exempt from Section 24 (a) of Article I of the State Constitution and Chapter 119, Florida Statutes. Failure by Consultant to promptly respond to notices requesting records constitutes grounds for unilateral cancellation by the County at any time, with no recourse available to Consultant. Records may be provided in the form or format in which they are kept including electronic files. Consultant's right to claim an exemption from disclosure shall not be deemed failure to comply with this article.

**ARTICLE 13.**  
**INDEMNIFICATION**

13.1. For ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Consultant shall indemnify, defend and hold harmless County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and other persons employed or utilized by Consultant in the performance of services under this Agreement.

**ARTICLE 14.**  
**MISCELLANEOUS**

14.1. This Agreement may be executed in multiple counterparts.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

**DEAN, MEAD & DUNBAR**

WITNESSES:

Signed  
By: Kate Pearce

Print  
Name: Kate Pearce

Date: \_\_\_\_\_

Signed  
By: Emily Lewis

Print  
Name: Emily Lewis

Date: \_\_\_\_\_

Signed by: Cari Roth

Print Name: Cari Roth

Title: of Counsel

Date: 8/27/2015

ATTEST:  
Barbara T. Scott, Clerk of Circuit  
Court and Ex-officio Clerk to the  
Board of County Commissioners

By: Michelle DiBernardino  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA

By: William G. Truex  
William G. Truex, Chair

Date: August 24, 2015

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: Janette S. Knowlton  
Janette S. Knowlton, County Attorney  
LR 15-3530 (Faw)





**BOARD OF COUNTY COMMISSIONERS**

Charlotte County, Florida  
 18500 Murdock Circle  
 Port Charlotte, FL 33948-1094

|            |
|------------|
| DATE       |
| 10/25/2016 |

|            |
|------------|
| PO NUMBER  |
| 2017000381 |

**VENDOR:** 044114  
 DEAN, MEAD, EGERTON, BLOODWORTH, CAPOUANO  
 215 S. MONROE STREET  
 SUITE 815  
 TALLAHASSEE, FL 32301  
**PHONE:** (850) 999-4100    **FAX:** (850) 577-0095

**SHIP TO:** ADMINISTRATOR'S OFFICE  
 18500 MURDOCK CIRCLE  
 BLDG A, SUITE 538  
 PORT CHARLOTTE, FL 33948-1094

**FOB Point:**  
 Terms: A/P Net 30 Days

**Req. No.:** 2017000428

**Req. Del. Date:**

**Contact:** WANNALL, CAROLINE  
**Confirming?** No

**Special Inst:** In accordance with the prices, terms, and conditions of  
 Contract #15-294, Florida State Lobbyist - Primary

**Sales Tax Exemption Certificate:** 85-8012507862C-4  
**Federal Excise Tax Exemption Number:** 59-77-0028K

| Quantity | Unit | Description  | Unit Price | Ext. Price |
|----------|------|--|------------|------------|
|          |      | State Lobbying Services. \$5,000/month plus additional \$2,000 for misc. travel expenses.<br><br>Effective: November 1, 2016 |            | 62,000.00  |

**BILL TO:** CHARLOTTE COUNTY PURCHASING  
 18500 MURDOCK CIRCLE  
 SUITE 344  
 PORT CHARLOTTE, FL 33948-1094

**Phone:** 941-743-1378  
**Fax:** 941-743-1384

|                 |           |
|-----------------|-----------|
| <b>SUBTOTAL</b> | 62,000.00 |
| <b>TAX</b>      | 0.00      |
| <b>FREIGHT</b>  | 0.00      |
| <b>TOTAL</b>    | 62,000.00 |

| Project Number | Account Number            | Amount    | Project Number | Account Number | Amount |
|----------------|---------------------------|-----------|----------------|----------------|--------|
|                | E 0001.110201.513.31.0001 | 62,000.00 |                |                |        |
|                |                           |           |                |                |        |
|                |                           |           |                |                |        |
|                |                           |           |                |                |        |
|                |                           |           |                |                |        |

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

*Kimberly A. Corbett*  
 Authorized Signature