



INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is between **RSA CONSULTING GROUP, LLC** (“Contractor”) and **PALM BEACH COUNTY TAX COLLECTOR** (“Company”) and is in effect as of January 1, 2019.

WHEREAS, Contractor provides strategic planning, lobbying, and advisory services regarding Company’s community and governmental relations; and

WHEREAS, Company desires to employ Contractor’s services.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

- 1. Contractor’s Scope of Work.** As directed by the Palm Beach Tax Collector, Contractor shall provide strategic planning, lobbying and advisory services to Company in relation to legislation, budget, and interim projects relating to constitutional officers.
- 2. Fees.** Contractor shall be paid \$20,000. Contractor assumes all responsibility for paying taxes due on fees received from Organization.
- 3. Term of Agreement.** The initial term of this Agreement shall commence on January 1, 2019 and shall continue until June 30, 2019.
- 4. Notice.** All communications regarding this Agreement shall be sent to

If to Company:

Anne Gannon
Palm Beach Tax Collector
301 North Olive Avenue
PO Box 3715
West Palm Beach, FL 33402

If to Contractor:

Ron Pierce
RSA Consulting Group, LLC
235 W. Brandon Blvd.
Ste. 640
Brandon, FL 33511

Signature Page to Follow

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

Palm Beach County Tax Collector

RSA Consulting Group, LLC

Anne M. Gannon

Ronald Pierce

**ANNE GANNON
PALM BEACH TAX COLLECTOR**

**RONALD PIERCE
PRESIDENT AND CEO**

2-4-2019

1/3/19

Date

Date



OFFICE OF MANAGEMENT & BUDGET
Purchasing Division
MEMORANDUM

TO: County Attorney's Office

FROM: Melissa Simberlund, Contract Coordinator

DATE: January 11, 2017

SUBJECT: Contract with Lewis, Longman & Walker, P.A.

BOARD APPROVAL: December 20, 2016

DEPARTMENT/DIVISION: Administration/Legislative Affairs

RECEIVED

JAN 11 2017

COUNTY ATTORNEY

URGENT

Attached are four (4) original copies of the above referenced contract. Please process accordingly.

This was approved by the Board on 12/20/2016.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/23/2016

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 Tequesta Agency, Inc. dba Tequesta Insurance Advisors 218 S US Hwy 1, Ste 300 Tequesta FL 33469	CONTACT NAME: Jo Ann Romero	
	PHONE (A/C No, Ext): (561) 746-4546	FAX (A/C, No): (561) 746-9599
E-MAIL ADDRESS: jromero@tequestainsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hartford Casualty Insurance Co.		
INSURER B: Hartford Underwriters Ins. Co		
INSURER C: Federal Insurance Company		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: CL1662314095 REVISION NUMBER:

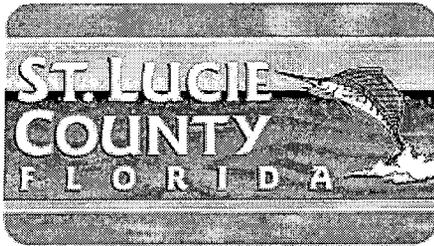
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		21SBQBX4304	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			21SBQBX4304	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			21SBQBX4304	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	21WEQAP2400	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			82429627R2016	7/1/2016	7/1/2017	\$5,000,000 Each Claim \$100,000 Ded \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The County, its Officers, Officials, Employees, Agents and Volunteers are covered as additional insureds for any and all liability arising out of the Consultant's performance of this contract

CERTIFICATE HOLDER St. Lucie County Florida 2300 Virginia Ave. Ft. Pierce, FL 34982	CANCELLATION 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 Mark Kasten/JOANN

© 1988-2014 ACORD CORPORATION. All rights reserved.



ITEM NO. (ID # 4039)

DATE: 12/20/2016

AGENDA REQUEST

*CONSENT
AGENDA\ADMINISTRATION

TO: Board of County Commissioners

PRESENTED BY: Nicole Fogarty, Legislative Affairs Manager

SUBMITTED BY: Administration

SUBJECT: Request for Proposal (RFP) No. 17-002, State Lobbyist Services

BACKGROUND:

On November 1, 2016, the Board agreed to an interlocal agreement with the City of Fort Pierce and St. Lucie County School District to join efforts in State Lobbying Services. On November 22, 2016, responses to RFP No. 17-002, State Lobbyist Services, were opened. Eight proposals were received; 131 companies were notified and 23 RFP documents were distributed.

The successful Proposer shall represent the County and assist the Legislative Affairs Manager in representing the County's State Legislative Agenda, the St. Lucie County School District's Legislative Agenda and the City of Fort Pierce's Legislative Agenda, to Representatives, Senators and Members of the Executive branch (including the Governor, Cabinet and state agencies) in a direct lobbying effort on behalf of all listed entities.

On December 12, 2016, the selection committee evaluated and ranked the proposals that were received. The committee members' scores and ranking for each firm are provided in Attachment A.

The short-listed firms for lobbyist services for the St. Lucie County School District in order of ranking are as follows:

1. Ronald L Book - Tallahassee, Florida
2. Peebles & Smith - Tallahassee, Florida
3. Holland & Knight - Tallahassee, Florida
4. Becker & Poliakoff - Fort Lauderdale, Florida

The short-listed firms for lobbyist services for the St. Lucie County and the City of Fort Pierce in order of ranking are as follows:

1. Lewis Longman & Walker - Tallahassee, Florida
2. Holland & Knight - Tallahassee, Florida
3. Becker & Poliakoff - Fort Lauderdale, Florida

4. Foley & Lardner, LLP - Orlando, Florida

PREVIOUS ACTION:

N/A

FINANCIAL IMPACT:

Funding is available from Professional Services 001-1210-531000-100 - Professional Services.

RECOMMENDATION:

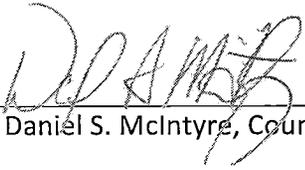
Staff recommends Board approval of the short-listed firms for State Lobbyist Services and permission to:

- Conduct contract negotiations with the highest ranked short-listed firm for each Entity;
- If negotiations are successful, award contract to the successful short-listed firm and authorization for the Chairman to sign the documents as prepared by the County Attorney;
- If staff is unable to negotiate a satisfactory contract with the highest ranked proposer, negotiations with that firm shall be terminated and staff shall attempt to negotiate a contract with the second ranked firm. If these negotiations are not successful, they shall be terminated with the second proposer and attempted with the next ranked firm.

COMMISSION ACTION:

RESULT:	ADOPTED BY CONSENT VOTE [4 TO 1]
MOVER:	Linda Bartz, District No. 3
SECONDER:	Tod Mowery, District No. 2, Vice-Chairman
AYES:	Chris Dzadoovsky; Tod Mowery, Linda Bartz, Cathy Townsend
NAYS:	Frannie Hutchinson

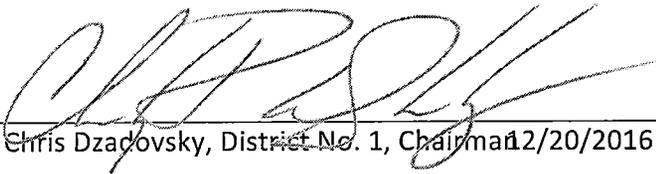
Coordination/Signatures



Daniel S. McIntyre, County Attorney 12/14/2016



Howard Tipton, County Administrator 12/15/2016



Chris Dzadovsky, District No. 1, Chairman 12/20/2016

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

THIS CONTRACT is made as of the 20th day of December, 2016 by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **LEWIS, LONGMAN AND WALKER, P.A.**, hereinafter referred to as "Consultant".

WHEREAS, pursuant to Section 287.055, Florida Statutes, the County solicited proposals to perform professional services for Lobbyist Services; and,

WHEREAS, the Consultant is willing and able to render professional services for the scope of services set forth in the Exhibit "A" and in accordance with the schedule and terms hereinafter set forth; and,

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. **SERVICES**

The Consultant's responsibility under this Contract is to provide professional/consultation services in the area of Lobbyist Services (St. Lucie County and the City of Fort Pierce) as set forth in the Request for Proposals (RFP No. 17-002) and the Scope of Work set forth in the Exhibit "A".

2. **PROJECT MANAGER**

The Project Manager for the County is Nicole Fogarty at (772) 462-6406. The Project Manager for the Consultant is Lori E.H. Killinger at (850) 222-5702.

The parties shall direct all matters arising in connection with the performance of this Contract, other than invoices and notices, to the attention of the Project Managers for attempted resolution or action. Except as otherwise provided for in this Contract, the Project Managers shall be responsible for overall resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this Contract. The Project Manager, however, has no authority to approve or execute Amendments except as set forth in the County Purchasing Manual.

3. **TERM**

The Consultant shall be available to commence services on this continuing contract for a period of two (2) years commencing on the January 1, 2017 and continuing through and including December 31, 2018. Upon mutual written agreement, this Contract may be extended for one (1) additional one-year period pursuant to the same terms and conditions.

4. **COMPENSATION**

The Consultant shall be compensated for all services satisfactorily completed in accordance with the Contract documents a total Contract amount of **\$40,000.00** (forty thousand and 00/100 dollars) per year.

5. **GENERAL CONDITIONS**

- A. It is understood and agreed that the Consultant's services under this Contract do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental Contract may be negotiated between the County and the Consultant describing the services desired and providing a basis for compensation to the Consultant.
- B. Upon the Consultant's written request, the County will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and County mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Contract.
- C. Upon completion of the project, but before Final Payment is made, the Consultant shall participate in completing a Consultant Evaluation Form. No request for final payment shall be considered proper and complete until this evaluation process is completed by the Consultant and the County.

6. **TRUTH-IN-NEGOTIATION CERTIFICATE**

Execution of this Contract by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete and current at the time of execution of the Contract. The original Contract rates and any additions thereto shall be adjusted to exclude any significant sums by which County determines the Contract rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Contract.

7. **DEFAULT/TERMINATION**

A. **FOR CAUSE**

If either party fails to fulfill its obligations under this Contract in a timely and proper manner, the other party shall have the right to terminate this Contract by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Contract shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Contract:

- (1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.
- (2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Contract.

(3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of the Contract.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Contract without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the County shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

8. SUB-CONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any sub-consultant, subcontractor or professional associate in connection with the services to be provided under this Contract, Consultant shall secure the written approval of County Project Manager before engaging such sub-consultant, subcontractor or professional associate.

If a sub-consultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new sub-consultant by the County. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

The Consultant, its sub-consultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its Contract with the sub-consultant for work to be performed for the County the Consultant must incorporate the terms of this contract.

9. FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate if submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's Tax Exemption Number in securing such materials. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

10. INSURANCE

The Consultant shall procure and maintain during the life of this Contract insurance of the types and subject to the limits set forth below. The Consultant shall also provide the County with evidence of this insurance in the form of Certificates of Insurance which shall be subject to the County's approval for adequacy. The County shall be an Additional Insured on policies of Commercial General Liability with respect to all claims arising out of the work performed under this Contract. The County shall be an additional insured and shall receive the same notification rights that are provided to the first named insured as respects cancellation and nonrenewal. THIS ENDORSEMENT MUST BE INSERTED ONTO THE CERTIFICATE OF INSURANCE. If sub-contractors are used by the Consultant, it shall be the responsibility of the Consultant to ensure that all its sub-contractors comply with all the insurance requirements

contained herein relating to such sub-contractors.

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

A. **COMMERCIAL GENERAL LIABILITY**

The Consultant shall provide and maintain during the life of this Contract, at his, its or their own expense, Commercial General Liability insurance on an occurrence basis for a minimum combined single limit of \$1,000,000.00 per occurrence; \$2,000,000.00 general aggregate for claims of bodily injury including death, property damage and personal injury. Contractual Liability coverage shall be included.

B. **COMMERCIAL AUTO LIABILITY**

The Consultant shall provide and maintain during the life of this Contract, at his, its or their own expense, Business Commercial Auto Liability for claims of bodily injury and property damage for minimum limits of \$1,000,000.00 combined single limit.

C. **WORKERS' COMPENSATION**

The Consultant shall provide and maintain during the life of this Contract, at his, its or their own expense, Workers' Compensation insurance coverage to apply for all employees for Florida statutory limits. Coverage B, Employers Liability, shall be written for a minimum liability at \$500,000.00 per occurrence.

D. **PROFESSIONAL LIABILITY**

The Consultant shall provide and maintain during the life of this Contract, at his, its or their own expense, Professional Liability insurance on a claims made basis for a minimum of \$1,000,000.00 coverage.

E. **OTHER INSURANCE PROVISIONS**

The General Liability policy shall contain or be endorsed to contain, the following provisions:

1. The County, its Officers, Officials, Employees, Agents, and Volunteers are to be covered as additional insureds for any and all liability arising out of the Consultant's performance of this Contract. The coverage shall contain no special limitations on scope of protection offered to the County, its Officers, Officials, Employee, Agents and Volunteers.

2. The Consultant's insurance coverage shall be primary insurance as respects the County, its Officers, Officials, Employees, Agents and Volunteers for Consultant's activities. Any insurance or self-insurance maintained by the County, its Officers, Officials, Employees, Agents, or Volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

3. Any failure to comply with the reporting provisions of the policy shall not effect coverage provided to the County, its Officers, Officials, Employees, Agents, or Volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of insurer's liability.

11. **INDEMNIFICATION**

The Consultant covenants and agrees at all times to indemnify and hold harmless the agency, 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 the design professional and other persons employed or utilized by the design professional in the performance of the Agreement. The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.08 (Chapter 725).

12. **ASSIGNMENT**

The County and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Contract and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Contract; and, neither the County nor the Consultant will assign or transfer its rights and obligations in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Contract. In the event such persons can no longer provide the services required by this Contract, the Consultant shall immediately notify the County in writing and the County may elect to terminate this Contract without any liability to the Consultant for unfinished work product. The County may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

13. **PUBLIC RECORDS**

The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Consultant in conjunction with this Contract. Specifically, the Consultant shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the County

all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772)462-1441, BellamyS@stlucieco.org, COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982

14. **CONFLICT OF INTEREST**

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Consultant. The County agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract.

15. **EXCUSABLE DELAYS (FORCE MAJEURE)**

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control), all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally impact on the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and County shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period. If any period of force majeure continues for thirty (30) days or more, either party shall have the right to terminate this Contract upon ten (10) days prior written notice to the other party.

16. **PLEDGE OF CREDIT, ARREARS**

The Consultant shall not pledge the County's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

17. **DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Contract are and remain the property of the County as instruments of service. The Consultant shall furnish copies to the County upon completion of such documents.

The County shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the County.

18. **INDEPENDENT CONSULTANT RELATIONSHIP**

The relationship of the Consultant to the County will be solely that of a consultant. The Consultant is an independent Consultant and is not an employee or agent of the County. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent Consultant, between the County and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The Consultant will provide the professional and technical services required for the successful completion of this Contract in accordance with practices generally acceptable within the industry and good ethical standards.

19. **VERIFICATION OF EMPLOYMENT STATUS**

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control act of 1986, of all persons it employs in the performance of this Contract.

20. **PROHIBITION AGAINST CONTINGENT FEES**

The Consultant warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this Contract, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making this Contract.

21. **AUDIT**

The Consultant agrees that the County or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Contract. The Consultant agrees that payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found on the basis of audit

examination not to constitute allowable costs under this Contract. The Consultant shall refund by check payable to the County the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

22. **NON DISCRIMINATION**

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

23. **ENFORCEMENT COSTS**

It is understood and agreed that the Consultant's services under this Contract do not include any participation, whatsoever, in any litigation. Should such services be required, a supplemental Contract may be negotiated between the County and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

24. **AUTHORITY TO PRACTICE**

The County represents that it is a political subdivision of the State of Florida with the authority to engage the professional service described in Attachment "A" and to accept the obligation for payment for the services.

The County and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Contract and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Contract; and, neither the County nor the Consultant will assign or transfer their interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the party of any officer or agent of any public body which may be a party hereto.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County's representative on an annual basis.

25. **SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

26. **COMPLETE AGREEMENT**

This Contract states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the County staff do not suffice to legally bind the County in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized County representative. This Contract shall bind the parties, their assigns, and successors in interest.

27. **AMENDMENT**

This Contract may be amended only with the written approval and agreement of the parties.

28. **MODIFICATIONS OF WORK**

The County reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, **in writing**:

1. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,
2. Notify the County of any estimated change in the completion date, and
3. Advise the County if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until such written Amendment is signed by the authorized representative for the County.

29. **NOTICE**

All notices, requests, consents, and other communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to County:

St. Lucie County Administrator
Administration Annex
2300 Virginia Avenue
Fort Pierce, FL 34982

With a Copy To:

St. Lucie County Attorney
Administration Annex
2300 Virginia Avenue
Fort Pierce, FL 34982

As to the Consultant:

Lewis, Longman and Walker, P.A.

315 South Calhoun Street

Suite 830

Tallahassee, Florida 32301

Phone: (850) 222-5702

Fax: (850) 224-9242

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

30. **CAPTIONS AND PARAGRAPH HEADINGS**

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Contract, nor the intent of any provisions hereof.

31. **WAIVER**

No waiver by the County of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. County's consent to of or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of County's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

32. **COMPLIANCE WITH LAWS**

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Contract. The County undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

33. **INTERPRETATION; VENUE**

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Contract may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Contract shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in Federal Court.

34. **DISPUTE RESOLUTION**

Any disputes relating to interpretation of the terms of this Contract or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Consultant and the County or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the County Administrator who shall reduce the decision to writing. The decision of the County shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

35. **MEDIATION**

Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue. In the event that mediation is unsuccessful, either party may bring an action to enforce its rights in a Florida court of appropriate venue and jurisdiction.

36. **ANTITRUST ASSIGNMENT**

The Consultant and the County and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the County any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Contract in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

DEPUTY CLERK

BY: _____
CHAIRMAN

APPROVED AS TO FORM AND CORRECTNESS:

COUNTY ATTORNEY

WITNESSES:

- (1) Cathy Thomas
- (2) Beelock

LEWIS, LONGMAN AND WALKER, P.A.

BY: Lori Killinger

PRINT NAME: Lori Killinger

PRINT TITLE: Executive Shareholder

EXHIBIT "A"

SCOPE OF WORK

CONSULTANT'S RESPONSIBILITIES

A. The Consultant should, at a minimum, possess the following qualifications: 1) a strong working knowledge of state legislative, administrative and regulatory processes; 2) a clear understanding of large urban areas as well as large agricultural areas, including specific knowledge of St. Lucie County; 3) a history of successful state lobbying experience; and 4) a clear strategy for representing the County.

B. The Consultant shall work closely with the County Legislative Affairs Manager (LAM) when representing the County and the City Fort Pierce's Legislative Priorities.

C. The Consultant must have positive, established, on-going relationships with key policymakers, decision makers and elected officials within the St. Lucie County Legislative Delegation, as well as key members of the Legislative branch, Governor's office, Cabinet and state agencies.

D. The Consultant shall effectively present and represent the County's State Legislative Agenda, and the City of Fort Pierce's Legislative Agenda, to Representatives, Senators and Members of the Executive branch (including the Governor, Cabinet and state agencies) in a direct lobbying effort on behalf of all listed entities.

E. The Consultant shall assist with identifying and prioritizing agenda items and aggressively acting to obtain appropriations for various projects within the County, and the City of Fort Pierce, as well as focusing on legislative issues that may impact the powers of the listed entities.

F. As directed by the LAM, the Consultant shall have the responsibility of providing the LAM with weekly written status reports during Committee weeks and the annual Legislative Session, regular written status reports during other times for the length of the contract period.

SERVICES

Consultant shall provide services to include, but are not limited to the following:

A. Represent the County, and the City of Fort Pierce before the Florida Governor, Florida Legislature, Cabinet and state agencies.

B. Secure funding for programs and projects which have been identified by the County, and the City of Fort Pierce as priorities, including proactive identification of new funding opportunities.

C. Work closely with the County Legislative Affairs Manager, in researching current issues and providing background information, relating to the County, and the City of Fort Pierce.

D. Coordinate with County's State Delegation in gaining support for the County's legislative agenda as well as the legislative priorities of the City of Fort Pierce; assist in drafting appropriate correspondence, scheduling briefings and meetings and identifying key state contacts.

E. Provide technical assistance and guidance to the County Legislative Affairs Manager in correspondence and reports.

F. Identify key state contacts relating to specific County, and City of Fort Pierce issues; propose and implement lobbying strategies to help support the state legislative agendas of each listed entity.

G. Provide activity reports and periodic updates, as directed by LAM, on pending legislation. For e.g., provide weekly written status reports during committee weeks and the annual Legislative Session and regular written status reports during other times during the contract period.

H. Identify special interest groups which may be working for or against the County's, and the City of Fort Pierce's best interests, and agencies or local governments which may be competing for specific grants or appropriations, and help align support for the County's position.

I. The Consultant shall be available for weekly conference meetings during session and committee weeks and periodic calls outside of session, meetings with County staff in Tallahassee as needed.