SERVICE PROVIDER AGREEMENT

Contract# 17-7186

Professional State Lobbyist Services

This SERVICE PROVIDER AGREEMENT is made and entered into this 1st day of October, 2017, between the Board of County Commissioners of **COLLIER COUNTY**, a political subdivision of the State of Florida hereinafter referred to as the "COUNTY" and SMITH, BRYAN & MYERS, INC. whose address is: 311 E. Park Avenue, Tallahassee, FL 32301, hereinafter referred to as the "PROVIDER."

WITNESSETH

WHEREAS, the COUNTY desires to obtain the Lobbyist services of said PROVIDER as further described herein; 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 Collier 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 **Request for Proposal (RFP) #17-7186** and 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 as set forth in **RFP #17-7186** and **EXHIBIT "A,"** entitled **"BASIC SERVICES,"** which are incorporated herein and made a part of this Agreement.

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ARTICLE 2.0 – DEFINITIONS.

2.1 COUNTY shall mean the Board of County Commissioners of Collier 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 sub-contractors, 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 or AMENDMENT shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services or Terms and Conditions as may be requested and authorized in writing by the COUNTY in accordance with Procurement Ordinance and Procedures in effect at the time of the change.

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 Agreement shall such licenses as are required to do business in the State of Florida and in Collier 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.

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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, nor 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.

To the maximum extent permitted by Florida law, the PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY, and its officers and employees 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. The duty to defend under this section is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the PROVIDER.

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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 sub-contractor(s) to comply with the provisions of this paragraph.

3.7 COMPLIANCE WITH PUBLIC RECORDS LAW. By executing and entering into this Agreement, the PROVIDER ("Contractor") agrees to comply, at its own expense, with the Florida Public Records Law Chapter 119, including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(b) as stated below:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Communication and Customer Relations Division
3299 Tamiami Trail East, Suite 102
Naples, FL 34112-5746
Telephone: (239) 252-8383

The Contractor must specifically comply with the Florida Public Records Law to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

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4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

3.8 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 judgment 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.

3.9 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 ORDER(S)" or "AMENDMENT(S)" 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 the parties shall execute a written CHANGE ORDER or AMENDMENT.

Each such CHANGE ORDER or AMENDMENT 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. Total yearly compensation shall not exceed Seventy-Five Thousand Dollars ($75,000) per year for the scope of work outlined in **RFP #17-7186**, to be paid in twelve (12)

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monthly payments of Six Thousand Two Hundred and Fifty Dollars ($6,250), without prior written approval from the County Manager, or his designee.

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 per the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in Section 3.9.

4.3 METHOD OF PAYMENT.

(1) Monthly Statement. The PROVIDER shall be entitled to submit no 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 correspond, to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or AMENDMENT(S). The PROVIDER'S invoice statements shall contain a 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 AMENDMENT(S).

(2) Payment Schedule. The COUNTY shall pay the PROVIDER for the performance of this Agreement upon completion of the work as accepted and approved by the County Manager or his designee pursuant to **Exhibit "B,"** hereto attached and incorporated herein by reference. Payment will be made upon receipt of a proper invoice and in compliance with Section 218.70 F.S. otherwise known as the "Local Government Prompt Payment Act."

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) any 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.

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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, canceled, 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.

5.1 TIME OF PERFORMANCE. The PROVIDER agrees to complete the Basic Services as listed per **Exhibit "A.**" Provision of said services shall commence beginning October 1, 2017 and ending on September 30, 2020, with the option of two (2) additional one (1) year renewals. The COUNTY shall give the PROVIDER written notice of the COUNTY'S intention to renew the Agreement term prior to the end of the Agreement term then in effect.

The County Manager, or his designee, may, at his discretion, extend the Agreement under all the terms and conditions contained in this Agreement for up to one hundred eighty (180) days. The County Manager, or his designee, shall give the PROVIDER written notice of the COUNTY'S intention to extend the Agreement term prior to the end of the Agreement term then in effect.

5.2 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 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

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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 fee, 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 SUB-CONTRACTS.

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 sub-contract 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 sub-contractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

ARTICLE 8.0 -APPLICABLE LAW.

The laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States, shall govern this Agreement 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.

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(1) The amounts and types of insurance coverage shall conform to the following minimum requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If PROVIDER has any self-insured retentions or deductibles under any of the below listed minimum required coverage, PROVIDER must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be PROVIDER'S sole responsibility.

(2) The insurance required by this Agreement shall be written for not less than the limits specified herein or required by law, whichever is greater.

(3) Coverage shall be maintained without interruption from the date of commencement of the services until the date of completion of services or as specified in this Agreement, whichever is longer.

(4) The PROVIDER, within five (5) 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. In addition, certified; true and exact copies of all insurance policies required shall be provided to COUNTY, on a timely basis, if requested by COUNTY. Such certificates shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least ten (10) days prior written notice has been given to the COUNTY. PROVIDER shall also notify the COUNTY, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by PROVIDER from its insurer, and nothing contained herein shall relieve PROVIDER of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by PROVIDER hereunder, PROVIDER shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

(5) All insurance coverage of the PROVIDER shall be primary to any insurance or self insurance program carried by the COUNTY applicable to this Agreement.

(6) The acceptance by the COUNTY of any Certificate of Insurance does not constitute approval or agreement by the COUNTY that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of this Agreement.

(7) PROVIDER shall require each of its subproviders to procure and maintain, until the completion of the subprovider's services, insurance of the types and to the limits specified in this Section except to the extent such insurance requirements for the subprovider are expressly waived in writing by the COUNTY.

(8) Should at any time the PROVIDER not maintain the insurance coverage required herein, the COUNTY may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage and charge the PROVIDER for such coverage purchased. If PROVIDER fails to reimburse the COUNTY for such costs within thirty (30) days after demand, the COUNTY has the right to offset these costs from any amount due PROVIDER under this Agreement or any other agreement between the COUNTY and PROVIDER. The COUNTY shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage purchased or the insurance company or companies used. The decision of the COUNTY to purchase such insurance coverage shall in no way be construed to be a waiver of any of its rights under the Agreement.

(9) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the services required hereunder or termination of the Agreement, the PROVIDER shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than three (3) business days after the renewal of the policy(ies). Failure of the Contractor to provide the COUNTY with such renewal certificate(s) shall be deemed a material breach by PROVIDER and the COUNTY may terminate the Agreement for cause.

ARTICLE 11.0 -INSURANCE COVERAGES REQUIRED.

(1) The PROVIDER shall obtain and maintain the following insurance coverage's:

A. **Commercial General Liability:** Coverage shall have minimum limits of **$1,000,000** Per Occurrence, **$2,000,000** aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.

B. **Workers' Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of **$100,000** for each accident.

C. **Professional Liability:** Shall be maintained by the Provider to ensure its legal liability for claims arising out of the performance of professional services under this Agreement. Provider waives its right of recovery against County as to any claims under this insurance. Such insurance shall have limits of not less than **$1,000,000** each claim and in the aggregate.

Special Requirements: Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR, Collier County Government shall be listed as the Certificate Holder and included as an **"Additional Insured"** on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Provider's policy shall be endorsed accordingly.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Provider during the duration of this Agreement. The Provider shall provide County with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County thirty (30) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: ten (10) days prior written notice, or in accordance with policy provisions. Provider shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Provider from its insurer, and nothing contained herein shall relieve Provider of this requirement to provide notice.

Provider shall ensure that all subcontractors comply with the same insurance requirements that the Provider is required to meet.

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 nom1al 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, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

ARTICLE 17.0 - NOTICES AND ADDRESS.

17.1 NOTICES 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 or faxed to the following COUNTY address of record:

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Collier County Manager's Office
3299 Tamiami Trail East, Suite 202
Naples, FL 34112
Attention: Mr. Leo Ochs, County Manager
Telephone: 239-252-8383
Facsimile: 239-252-4010

17.2 NOTICES 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 or faxed to the following PROVIDER'S address of record:

SMITH, BRYAN & MYERS, INC.
311 E. Park Avenue
Tallahassee, FL 32301
Telephone: (850) 224-5081
Email: HFaircloth@smithbryanandmyers.com

17.3 CHANGE OF ADDRESS.

Either party may change its address and/or fax number 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

The PROVIDER may request that this Agreement be terminated by submitting a written notice to the COUNTY dated not less than thirty (30) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the COUNTY reserves the right to accept, or not accept the termination request submitted by the PROVIDER, and no such termination request submitted by the PROVIDER shall become effective until PROVIDER is notified, in writing, by the COUNTY of its acceptance. 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,

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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 CHANGE ORDER or AMENDMENT. In the event of any conflicts between the requirements, provisions, and/ or terms of this Agreement and any written CHANGE ORDER or AMENDMENT, the CHANGE ORDER or AMENDMENT shall take precedence.

ARTICLE 20.0 -ACCEPTANCE.

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

ARTICLE 21.0 - CONFLICT OF INTEREST.

As a condition of this AGREEMENT, PROVIDER shall provide a list of any businesses and/or organizations to whom the firm has any affiliation or obligations within the past five (5) years; whether paid or donated, which could be construed by the COUNTY as a conflict of interest. PROVIDER must also include the following information:

(1) Provide full disclosure of information on any work performed for private interests within the past (2) years, which may be in conflict with the work to be performed for the COUNTY under this Agreement, especially work that is not yet completed.

(2) Declaration of commitment not to pursue any private sector work within the limits of the COUNTY contract or directly affected by the COUNTY Agreement.

PROVIDER 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. PROVIDER further represents that no persons having any such interest shall be employed to perform those services.

By signing this AGREEMENT, a principal of the firm certifies that the firm will comply fully with the provisions of this section.

ARTICLE 22.0 - SUBJECT TO APPROPRIATION.

It is further understood and agreed by and between the parties herein that this agreement is subject to appropriation by the Board of County Commissioners.

ARTICLE 23.0 - COMPONENT PARTS OF THIS AGREEMENT.

This Agreement consists of the attached component parts, all of which are as fully a part of the contract as if herein set out verbatim: **RFP #17-7186**, Provider's Proposal, Insurance Certificate(s), Exhibits A and B.

(remainder of the page is intentionally left blank)

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IN WITNESS WHEREOF, the parties hereto, have each, respectively, by an authorized person or agent, have executed this Agreement on the date and year first written above.

ATTEST:
Dwight E. Brock, Clerk of Courts

By: _____

Dated: 10/12/17
(SEAL) Attest as to Chairman's signature only.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Penny Taylor, Chairman

Provider's Witnesses:

_____
First Witness

_____
↑Type/print witness name↑

_____
Second Witness

Heather Faircloth
↑Type/print witness name↑

PROVIDER:
SMITH, BRYAN & MYERS, INC.

By: _____
Signature

Matt Bryan, President
↑Type/print signature and title↑

9/27/17
Date

Approved as to Form and Legality:

_____
Deputy County Attorney

Scott R Teach
Print Name

SPM
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EXHIBIT "A"

BASIC SERVICES

GENERAL SCOPE STATEMENT

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

The Provider will present Collier County's interests before the Florida Legislature and the Executive Branch of State of Florida government. The Provider will represent and advocate the legislative positions and platforms on behalf of Collier County government to ensure that the County's interests and issues are best addressed through state lobbying services.

Provider shall perform the following services, including but not limited to:

- Meet and work with County staff to recommend, review, critique and prioritize *proposed* legislative priorities ahead of the legislative sessions;
- Participate in presenting the *proposed* legislative priorities to the BCC;
- Devise and faithfully execute strategies that accomplish the legislative goals and priorities of the BCC;
- Monitor legislative activity that could materially impact Collier County and suggest the most effective approach in achieving the best outcome for the County;
- Provide written weekly updates during session on issues that are important to Collier County;
- Secure sponsors for bills and amendments that further the legislative goals and priorities of the County;
- Lobby for or against bills to achieve the legislative goals and priorities of the County;
- Coordinate and participate in meetings with individual lawmakers and County representatives;
- Engage the Governor's Office and State agencies, as necessary, to achieve the goals and objectives of Collier County;
- Promptly notify the County's Government Affairs staff of any potential or actual conflicts of interest arising from the lobbying firm's legislative efforts;
- Monitor and report on the rulemaking process when it could potentially materially impact the County; and
- Aggressively pursue and report on the funding opportunities that would benefit Collier County.

The Provider should have experience, but not limited to, in the following areas:

- Research **Airports & Aviation**, include management, organization, administration, economic development opportunities.
- Research **Beach Renourishment** permitting (streamlining) at state and federal levels.
- Research **Oil and Mining Rights** of all property in Collier County. Need to know location and ownership of all mineral rights. Identify tax revenue Collier County is

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entitled to. Provide legal issues and suggested course of action in pursuit of mineral rights on all properties.

- Research **Permitting Agencies** and recommend simplifying rules and regulations to facilitate project progress on a more reasonable schedule.
- Research **Mitigation Banking** and provide legal perspective and guidance.
- Research **Administrative Rules** for local government, including processes and procedures.
- Research **Transportation Projects**, like All Aboard Florida (transit) and the Heartland Expressway, and possibilities for industrial development in Immokalee and particularly at the Immokalee Airport if both FDOT projects are fully developed and become functioning mobility modes.
- Be available for **Special Projects** through the County Manager's Office.

The County will not be restricted to utilizing, on an exclusive basis, the services of the Provider. The County may, at times, need additional specialized lobbying services, which may be solicited on an independent basis.

The Provider will meet with the County Manager, or his designee, to have their work plan assigned. The County Manager, or his designee, will have the sole discretion and direction the Provider will perform on Collier County's behalf.

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EXHIBIT "B"

COMPENSATION AND METHOD OF PAYMENT

Section 1. BASIC- SERVICES/TASK

The COUNTY shall compensate the PROVIDER for providing and performing the Task set forth and enumerated in EXHIBIT "A," entitled "BASIC SERVICES," as follows:

TASK TITLE	COMPENSATION	NOT-TO-EXCEED
Lobbyist Services	$6,250 per month (inclusive of all costs)	$75,000 per year (inclusive of all costs)

Compensation shall be inclusive of all costs. Payment shall be full compensation for all services, labor, tools, equipment, travel and any other items required for project completion and/or completion of services.

Compensation of **Seventy-Five Thousand Dollars (75,000)** per year shall remain in effect for a period of one (1) year from the date of award by the Board of County Commissioners.

Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the PROVIDER 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 to the PROVIDER for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.9 of this Agreement.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/28/2017

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 have ADDITIONAL INSURED provisions or 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
McMahon-Hadder Ins.
543 Highway 98
Suite 402
Destin FL 32541

CONTACT NAME: Ginger Hyland, AIAM
PHONE (A/C, No, Ext): (850)837-8848 FAX (A/C, No): (850)837-5957
E-MAIL ADDRESS: ginger@mcmahonhadder.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hamilton Specialty Ins Co	
INSURER B: Commerce & Industry Insurance Co.	
INSURER C: Associated Industries Ins Company, Inc	23140
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Smith, Bryan, & Myers, Inc,
311 E Park Avenue
Tallahasse FL 32301

COVERAGES **CERTIFICATE NUMBER:** 2017 GL & WC **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		AAHS1000014054	07/07/2017	07/07/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							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
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			EBU014139499	07/07/2017	07/07/2018	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AWC1089154	09/27/2017	09/27/2018	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Collier County Board of County Government is included as Additional Insured as respects General Liability.

CERTIFICATE HOLDER

Collier County Board of County Commissioners
3295 Tamiami Trail East
Naples FL 34112

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/27/2017

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INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Landmark American	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Smith, Bryan, & Myers, Inc.
311 E Park Avenue
Tallahasse FL 32301

COVERAGES **CERTIFICATE NUMBER:** 2017 Prof Liab **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☒ Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			LHR765711	09/23/2017	09/23/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

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