

CITY OF FORT MYERS

**PROFESSIONAL SERVICES AGREEMENT**

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*City of Palms*

THE CITY OF FORT MYERS

FORT MYERS, FLORIDA

and

Gray Robinson Attorneys At Law

for the project known as

RFQ #8010-16, State Lobbyist Services  
City of Fort Myers, FL

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the City of Fort Myers, Florida, a municipal corporation in the STATE OF FLORIDA hereinafter referred to as the "CITY", and Gray Robinson Attorneys At Law hereinafter referred to as the "CONSULTANT".

This Agreement will be in effect for a term of five (5) years effective December 11, 2017 to December 10, 2022 with the option to renew for an additional five (5) year period. If the Agreement is extended under the renewal option then the parties will renegotiate the Compensation and Method of Payment set forth in Exhibit B, for years six (6) through ten (10).

The City of Fort Myers performance and obligation to pay under this contract is contingent upon an annual appropriation of funds by the City of Fort Myers.

WITNESSETH

WHEREAS, the CITY desires to obtain the professional services of said CONSULTANT to provide and perform PROFESSIONAL SERVICES as further described hereinafter concerning the Project to be referred to and identified as: RFQ #8010-16, State Lobbyist Services City of Fort Myers, FL. and

WHEREAS, the CONSULTANT hereby certifies that CONSULTANT has been granted and possesses valid, current licenses to do business in the State of Florida, in Lee County, and in the City of Fort Myers, Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the PROFESSIONAL SERVICES to be provided and performed by the CONSULTANT pursuant to this Agreement; and

WHEREAS, the CONSULTANT has reviewed the PROFESSIONAL SERVICES required pursuant to this Agreement and is qualified, willing and able to provide, perform or acquire all such services in accordance with the provisions, conditions and terms hereinafter set forth; and

NOW, THEREFORE in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement, as indicated hereinafter by the execution of this Agreement by both parties, that a Contract shall exist between both parties consisting of:

## **ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES**

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

## **ARTICLE 2.00 - DEFINITIONS**

### **2.01 CITY**

The term CITY shall refer to the City of Fort Myers, Florida, a municipal corporation in the State of Florida, and any official and/or employees thereof who shall be duly authorized to act on the CITY'S behalf relative to this Agreement.

### **2.02 CONSULTANT**

The term CONSULTANT shall refer to the individual or firm offering PROFESSIONAL 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 work of SUB-CONSULTANTS and SUB-CONTRACTORS, required under the covenants, terms and provisions contained in this Agreement, and any and all Amendments, SUPPLEMENTAL AGREEMENTS, or CHANGE ORDERS thereto.

### **2.03 PROFESSIONAL SERVICES**

The term PROFESSIONAL SERVICES shall refer to all of the services, work, materials and all related professional, technical and administrative activities which are necessary to be provided and performed by the CONSULTANT and its employees, and any and all SUB-CONSULTANTS and SUB-CONTRACTORS the CONSULTANT may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Agreement.

### **2.04 ADDITIONAL SERVICES**

The term ADDITIONAL SERVICES shall refer to such PROFESSIONAL SERVICES as the CITY may request and authorize, in writing, the CONSULTANT to provide and perform relative to this Agreement, which are not included in the BASIC SERVICES. ADDITIONAL SERVICES shall be authorized by the execution of both parties to this Agreement of either a SUPPLEMENTAL AGREEMENT or a CHANGE ORDER AGREEMENT.

## 2.05 CHANGE ORDER

The term CHANGE ORDER shall refer to a written document, executed by both parties to this Agreement setting forth and authorizing changes to the agreed upon SCOPE OF PROFESSIONAL SERVICES as may be requested and authorized in writing by the CITY.

## ARTICLE 3.00 - OBLIGATIONS OF THE CONSULTANT

The obligations of the CONSULTANT with respect to all the PROFESSIONAL SERVICES and ADDITIONAL SERVICES authorized pursuant to this Agreement shall include, but not be limited to, the following:

### 3.01 LICENSES

The CONSULTANT agrees to obtain and maintain throughout the period this Agreement is in effect, all such licenses as are required to do business in the State of Florida and in the City of Fort Myers, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to this Agreement.

### 3.02 PERSONNEL

#### (1) QUALIFIED PERSONNEL

The CONSULTANT agrees 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 responsible charge of all BASIC SERVICES and ADDITIONAL SERVICES to be provided pursuant to this Agreement.

### 3.03 STANDARDS OF PROFESSIONAL SERVICES

The work and/or services to be provided and/or performed by the CONSULTANT as set forth in the SCOPE OF PROFESSIONAL SERVICES, EXHIBIT "A", shall be done in accordance with the generally accepted standards of professional practice and in accordance with the applicable laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the CITY approves this Agreement, or which may subsequently be changed or revised. Any subsequent change or revision to

such laws, rules, regulations, ordinances, codes, standards or other guidelines which requires the CONSULTANT to provide and/or perform work and/or services which are significantly different from that set forth in the SCOPE OF PROFESSIONAL SERVICES, EXHIBIT "A", shall serve as a basis for the CITY to consider the development and issuance of a CHANGE ORDER to provide for a change to, or ADDITIONAL SERVICES to the services set forth in the Agreement, and where applicable, additional compensation.

### **3.04 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES**

#### **(1) RESPONSIBILITY TO CORRECT**

The CONSULTANT agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, calculations, estimates, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by the CONSULTANT retained or engaged by the CONSULTANT pursuant to this Agreement. The CONSULTANT shall, without additional compensation, correct, revise, or have corrected or revised any errors, omissions and other deficiencies in such data, studies, surveys, calculations, estimates, and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of the CONSULTANT

#### **(2) CITY'S APPROVAL SHALL NOT RELIEVE CONSULTANT OF RESPONSIBILITY**

Neither review, approval, or acceptance by the CITY of data, studies, surveys, calculations, estimates, reports, memoranda, other documents and instruments, and incidental PROFESSIONAL SERVICES, work and materials furnished hereunder by the CONSULTANT, shall not in any way relieve CONSULTANT of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the CONSULTANT'S services, work and materials shall be construed to operate as a waiver of any of the CITY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

In the performance of the services to be provided in accordance with EXHIBIT "A" and as set forth in subsequent WORK ORDERS, SUPPLEMENTAL AGREEMENTS and CHANGE ORDERS, CONSULTANT may be required to rely upon data, studies, surveys, calculations, estimates, reports, memoranda, other documents and instruments, and/or other services, work and materials performed and subsequently provided or furnished to the CONSULTANT by the CITY or

others on behalf of the CITY. CONSULTANT shall rely and utilize this information without independent review or verification as to its accuracy and completeness unless otherwise provided for in EXHIBIT "A" and subsequent WORK ORDERS, SUPPLEMENTAL AGREEMENTS, and CHANGE ORDERS.

**3.05 LIABILITY**

**(1) CONSULTANT TO HOLD CITY HARMLESS**

The CONSULTANT shall indemnify and hold harmless the CITY, and its officers, employees, and agents from and against any and all claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees for personal, economic, in law or equity, which may arise or be alleged to have arisen from the negligent acts, errors, omissions caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the contract.

**3.06 NOT TO DIVULGE CERTAIN INFORMATION**

CONSULTANT agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without CITY'S prior written consent, or unless incident to the proper performance of CONSULTANT'S obligations hereunder, or in the courts of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONSULTANT pursuant to this Agreement. CONSULTANT shall require all of its employees, to comply with the provisions of this paragraph.

**3.07 RESPONSIBILITY FOR ESTIMATES**

- (1) In the event the services required pursuant to this Agreement include the CONSULTANT preparing and submitting to the CITY, cost estimates, the CONSULTANT, by exercise of his or her experience, effort, knowledge and judgment, shall develop such cost estimates as are set forth herein, or as may be required under the Agreement and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates.

**3.08 ADDITIONAL SERVICES**

Should the CITY request the CONSULTANT to provide and perform PROFESSIONAL SERVICES for this contract, which are not set forth in EXHIBIT "A", the CONSULTANT agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

Such ADDITIONAL SERVICES shall constitute a continuation of the professional SERVICES covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement and Amendment(s) thereto.

ADDITIONAL SERVICES shall be administered and authorized as "SUPPLEMENTAL AGREEMENTS" or "CHANGE ORDERS" under the Agreement. The CONSULTANT shall not provide or perform, nor shall the CITY incur or accept any obligation to compensate the CONSULTANT for any ADDITIONAL SERVICES unless, and until, a written "SUPPLEMENTAL AGREEMENT" or "CHANGE ORDER" shall have been agreed to and executed by both parties.

Each such "SUPPLEMENTAL AGREEMENT" or "CHANGE ORDER" shall set forth a comprehensive, detailed 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 said ADDITIONAL SERVICES.

### 3.09 TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CITY may request the CONSULTANT to execute a Truth-in-Negotiations Certificate ("Certificate"), in a form attached as EXHIBIT "F". The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the CITY determines the contract price was increased due to inaccurate, incomplete or non-current wage rates of other factual unit costs.

### 3.10 COMPLETION OF TASKS

Unless otherwise set forth in the Agreement, the CONSULTANT shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in Agreement EXHIBIT "A" entitled "SCOPE OF PROFESSIONAL SERVICES" and SUPPLEMENTAL AGREEMENTS, CHANGE ORDERS and WORK ORDERS authorized. The compensation to be paid the CONSULTANT, as set forth in Agreement EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT" and SUPPLEMENTAL AGREEMENTS, CHANGE ORDERS and WORK ORDERS authorized thereto, shall be understood and agreed to adequately and completely compensate the CONSULTANT for providing or performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in Agreement EXHIBIT "A" and SUPPLEMENTAL AGREEMENTS, CHANGE ORDERS and WORK ORDERS authorized thereto as stated above."

### 3.11 ALL REPORTS

All reports and written documents for the City will be submitted in both hard copy and electronic form in a format that is completely compatible to the City's software. All photos, exhibits, graphs, tables, etc. contained within any report or document will be provided separately in a file format compatible to the City's software.

### 3.12 CHANGE IN STATUS

If a firm changes legal business structure through a merger, acquisition, or sale; has a legal name change, a change in principal location of conducting business; a change in status with the Secretary of State filing, a change in officers, or any other change that affects the structure of the business; a change in the level of service being offered, the nature of the products or service offered; or any deviation from what was presented by the firm to the City when being considered for this contract; the firm will immediately notify the City of said changes in writing to the office of The Purchasing and Contracts Administration Division, 2600 Dr. Martin Luther King, Jr. Blvd., City of Fort Myers, Florida 33916; ATTN: Purchasing and Contracts Administration Manager.

## ARTICLE 4.00 - OBLIGATIONS OF THE CITY

### 4.01 AVAILABILITY OF CITY INFORMATION

#### (1) PROJECT GUIDELINES AND CRITERIA

Guidelines to the CONSULTANT regarding requirements the CITY has established, or suggests relative to the Project including, but not limited to, such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria are set forth in EXHIBIT "E", entitled "PROJECT GUIDELINES AND CRITERIA", which EXHIBIT "E" is attached hereto and made a part of this Agreement.

#### (2) CITY TO PROVIDE PERTINENT REFERENCE MATERIAL

At the CONSULTANT'S request, the CITY agrees to provide to the CONSULTANT, at no cost to the CONSULTANT, all pertinent information known to be available to the CITY to assist the CONSULTANT in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; data prepared or services furnished by others to the CITY.

## ARTICLE 5.00 - COMPENSATION AND METHOD OF PAYMENT

### 5.01 BASIC SERVICES

The CITY shall pay the CONSULTANT for all requested and authorized BASIC SERVICES rendered hereunder by the CONSULTANT and completed in accordance with the requirements, provisions, and/or terms of this Agreement or its Amendment(s) and accepted by the CITY in accordance with the provisions for compensation and payment of said BASIC SERVICES set forth and prescribed in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which EXHIBIT "B" is attached hereto and made a part of this Agreement, or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement as evidenced by a written SUPPLEMENTAL AGREEMENT or CHANGE ORDER executed by both parties.

### 5.02 ADDITIONAL SERVICES

The CITY shall pay the CONSULTANT for all such ADDITIONAL SERVICES as have been requested and authorized by the CITY and agreed to, in writing, by both parties to this Agreement and which have been rendered as ADDITIONAL SERVICES by the CONSULTANT and completed in accordance with the requirements, provisions, and/or terms of this Agreement or its Amendments, and accepted by the CITY in accordance with the provisions for compensation and payment of said ADDITIONAL SERVICES, as set forth and prescribed in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which EXHIBIT "B" is attached hereto and made a part of this Agreement, or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement as evidenced by a written SUPPLEMENTAL AGREEMENT or CHANGE ORDER executed by both parties.

### 5.03 METHOD OF PAYMENT

#### (1) MONTHLY STATEMENTS

The CONSULTANT shall be entitled to submit not more than one invoice statement to the CITY each calendar month covering services rendered during the preceding calendar month.

The CONSULTANT'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement, or in SUPPLEMENTAL AGREEMENT(S), CHANGE ORDER(S), and/or WORK ORDER(S) thereunder.

(2) PAYMENT FOR SERVICES PERFORMED

The CITY shall issue payment to the CONSULTANT within thirty (30) calendar days after receipt of an invoice statement from the CONSULTANT in an acceptable form and containing the requested breakdown and detailed description and documentation of charges, including percentage of completion per item. Should the CITY object or take exception to the amount of any CONSULTANT'S invoice statement, the CITY shall notify the CONSULTANT of such objection or exception within twenty (20) business days after the date on which the payment request or invoice is stamped as received. If such objection or exception remains unresolved at the end of said ten (10) calendar day period, the CITY shall withhold the disputed amount and make payment to the CONSULTANT of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

(3) ANNUAL APPROPRIATIONS

The CITY's performance and obligation to pay under this contract is contingent upon annual appropriation of funds.

5.04 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE CITY

In the event of termination of this Agreement at the convenience of the CITY, not at the fault of the CONSULTANT, the CITY shall compensate the CONSULTANT only for: (1) all services performed prior to the effective date of termination, including the overhead and profit allocable to the services performed; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the CONSULTANT in affecting the termination of services and work, and incurred by the submittal to the CITY of project drawings, plans, data, and other project documents.

5.05 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the CITY suspends the CONSULTANT'S services and work on all or part of the services required to be provided and performed by the CONSULTANT pursuant to this Agreement, the CITY shall compensate the CONSULTANT only for the services performed prior to the effective date of suspension, including the overhead and profit allocable to the services performed, and reimbursable expenses then due, and any reasonable expenses incurred or associated with, or as a result of such suspension.

**5.06 NON-ENTITLEMENT TO ANTICIPATED FEE IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE**

In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of Amendment(s), SUPPLEMENTAL AGREEMENT(S), and/or CHANGE ORDER(S), other than receiving the compensation set forth in Sub-Articles 5.04 and 5.05, the CONSULTANT 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 6.00 – TERM OF CONTRACT**

**6.01 EFFECTIVE DATE AND TERM OF CONTRACT**

This Agreement will be in effect for a term of five (5) years beginning with the starting date indicated on Page One (1) of the agreement. This agreement may also be extended for five (5) additional years upon mutual agreement of both parties. If the Agreement is extended under the renewal option then the parties will renegotiate the Compensation and Method of Payment set forth in Exhibit B, for years six (6) through ten (10).

**ARTICLE 7.00 - SECURING AGREEMENT**

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

**ARTICLE 8.00 - CONFLICT OF INTEREST**

The CONSULTANT represents that to the best of its knowledge and belief, 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. The CONSULTANT further agrees that no person having any such interest shall be employed or engaged by the CONSULTANT for said performance.

#### **ARTICLE 9.00 - ASSIGNMENT, TRANSFER AND SUB-CONTRACTS**

The CONSULTANT 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 CONSULTANT with a third party; or (2) the disestablishment of the CONSULTANT'S professional practice and the establishment of a successor consultant, or consulting organization. Nor shall the CONSULTANT sub-contract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement or Amendment(s) thereto, without prior written approval of the CITY.

#### **ARTICLE 10.00 - APPLICABLE LAW**

Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, or the laws, rules, and regulations of the United States when providing services funded by the United States Government.

#### **ARTICLE 12.00 - WAIVER OF BREACH**

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach, and shall not be construed to be a modification of the terms of this Agreement.

#### **ARTICLE 13.00 - INSURANCE**

##### **13.01 INSURANCE COVERAGE TO BE OBTAINED**

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

- (2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.
- (3) The CONSULTANT shall require, throughout the time this Agreement is in effect, that any and all of its SUB-CONSULTANTS and/or SUB-CONTRACTORS obtains and maintains until the completion of that SUB-CONSULTANT'S and/or SUB-CONTRACTOR'S work, such of the insurance coverage described in Article 13.01, as are required by law, be provided on behalf of their employees and others.
- (4) The CONSULTANT shall obtain, have and maintain during the entire period of this Agreement, all such insurance policies as are set forth and required herein.
- (5) The insurance coverage to be obtained by the CONSULTANT, as set forth in Agreement Article 13.03 for: (1) Worker's Compensation; (2) Commercial General Liability; (3) Commercial Automobile Liability; or (4) Professional Liability is understood and agreed to cover any and all of the services or work set forth in EXHIBIT "A" of this Agreement, or in any and all subsequently executed CHANGE ORDER(S), SUPPLEMENTAL AGREEMENT(S), WORK ASSIGNMENT(S), or WORK ORDER(S). If the total amount of insurance coverage established in, and required by, a CHANGE ORDER, SUPPLEMENTAL AGREEMENT, Work Assignment, or WORK ORDER exceeds the amount of insurance coverage carried by the CONSULTANT, then the CONSULTANT shall be required and expected to acquire such additional insurance, and the compensation established for the CHANGE ORDER, SUPPLEMENTAL AGREEMENT, Work Assignment or WORK ORDER shall include consideration of any additional premium cost incurred by the CONSULTANT to obtain such additional insurance coverage.
- (6) The purchasing of any insurance on the behalf of the CITY shall not waive any defense under Sovereign Immunity.

**13.02 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S)**

- (1) The CONSULTANT, before the Agreement is approved and executed by the CITY, shall submit to the PURCHASING & CONTRACTS ADMINISTRATION DIVISION all such original insurance certificates and related documentation as are required under this Agreement. Before the CITY shall provide the CONSULTANT with written Notice to Proceed, and before the CONSULTANT shall commence any service or work pursuant to the requirements of this Agreement, the CONSULTANT shall obtain and maintain insurance coverages of the types, and to the limits specified hereinafter, and the CONSULTANT shall file with the CITY certificates of

all such insurance coverages. All such Certificates of Insurance are subject to review and approval by the CITY with respect to compliance with the insurance requirements set forth in the Agreement.

- (2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the CITY and licensed in the State of Florida.
- (3) Each Certificate of Insurance submitted to the CITY shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.
- (4) Each Certificate of Insurance shall specifically include all of the following:
  - (A) The name and type of policy and coverages provided; and
  - (B) The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and
  - (C) The date of expiration of coverage; and
  - (D) The designation of the City of Fort Myers, both as an additional insured, and as a certificate holder. (The additional insured requirement is exempt for Professional Liability Insurance and Workers Compensation Insurance); and
  - (E) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be exempt for Professional Liability Insurance); or

In the event the CONSULTANT has, or expects to enter into an agreement for PROFESSIONAL SERVICES other than those provided for in this Agreement; the CONSULTANT may elect to submit a Certificate of Insurance containing the following statement:

"This policy covers the services or work provided or performed by the Named Insured for any and all projects undertaken for the City of Fort Myers pursuant to one or more written PROFESSIONAL SERVICES AGREEMENTS, or written SUPPLEMENTAL AGREEMENTS or CHANGE ORDERS thereto, and the limit(s) of liability shown shall not be intended or construed as applying to only one project."

Upon receipt and approval of such a Certificate of Insurance, a separate Certificate of Insurance will not be required for each separate agreement.

- (F) An identifying statement indicating the identification of any services or work that is included in, or required under, the SCOPE OF PROFESSIONAL SERVICES set forth in EXHIBIT "A" that is specifically excluded or exempted from coverage under the provisions, terms, conditions or endorsements of the CONSULTANT'S insurance policy(s). A statement which indicates any and all deductible amounts applicable to each type of insurance coverage required. In the absence of any such statements of deductible amount(s), or coverage statement of exclusions or exemptions, the CITY will proceed with the understanding, stipulation and condition that there are no deductible amount(s), or exclusions or exemptions to the insurance coverage(s) provided.
- (G) Name of the Project and/or Project Number should be clearly indicated.
- (5) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by, and on behalf of, the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.
- (6) If the initial or any subsequently issued Certificate of Insurance expires prior to completion of the work or termination of this Agreement, the CONSULTANT shall furnish to the CITY renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days prior to the date of their expiration. Failure of the CONSULTANT to provide the CITY with such renewal certificate(s) shall be considered justification for the CITY to terminate this Agreement.
- (7) It is vitally important that all insurance coverage(s) required under this Agreement be in effect throughout the entire period of this Agreement. If any of the insurance coverage(s) required by this Agreement should reach the date of expiration indicated on the Certificate(s) of Insurance on record with the CITY, without the CITY having received satisfactory evidence in the form of a Certified Binder or a Certificate of Insurance, that the required insurance coverage(s) has either been renewed or replaced, then the CONSULTANT, unless notified in writing by the CITY to continue, shall therefore automatically and without further notice from the CITY, stop performing all previously authorized services and work until such date as the CITY shall receive and approve satisfactory documentation that the expired insurance coverage(s) has been renewed or replaced. During any

time period that the CONSULTANT shall fail to comply with the insurance requirements set forth in the Agreement, the CITY shall not be required to make, nor shall it make payment on any invoices submitted by the CONSULTANT. Payment for any such invoices shall be made promptly by the CITY after the CITY receives and approves the renewal or replacement Certificates of Insurance. During any time period that the CONSULTANT'S services or work is suspended, as provided above, for failure to comply with the insurance requirements set forth in the Agreement, the CONSULTANT shall not be entitled, as a result of such suspension, to any additional compensation or time to provide and perform the required services or work.

### 13.03 - INSURANCE COVERAGES REQUIRED

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

(1) WORKERS' COMPENSATION

Insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

- (A) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the CITY with ten (10) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office, or its equivalent, and must include the following:

- (A) Minimum limits of \$1,000,000 per occurrence combined single limit; \$1,000,000 aggregate. This shall include premises and/or Operations, Independent CONTRACTORS, and SUB-CONTRACTORS and/or Completed Operations, Broad Form Property Damage, XCU Coverage, and a Contractual Liability Endorsement.
- (B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement excluding professional acts.

- (C) Such additional requirements as are set forth in Article 13.01 and 13.02 hereinabove.

(3) COMMERCIAL AUTOMOBILE LIABILITY

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

- (A) Minimum limits of \$1,000,000 combined single limit liability.
- (B) Coverage shall include owned vehicles, hired, leased, non-owned vehicles, employee non-ownership.
- (C) Such additional requirements as are set forth in Articles 13.01 and 13.02 hereinabove.

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

- (A) A minimum combined single limit of \$1,000,000.
- (B) Such additional requirements as are set forth in Articles 13.01 and 13.02 hereinabove.
- (C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written, so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the CITY shall hold the CONSULTANT responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the CONSULTANT shall be required to provide written documentation that is acceptable to the CITY establishing that the CONSULTANT has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

ARTICLE 14.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed upon the CONSULTANT 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 15.00 - REPRESENTATION OF THE CITY**

The CONSULTANT in providing and performing the services and work required pursuant to this Agreement, and Amendments thereto, shall only represent the CITY in the manner and to the extent specifically set forth in writing in this Agreement or Amendments thereto, and as provided in any written WORK ORDER(S), SUPPLEMENTAL AGREEMENT(S), and CHANGE ORDER(S) issued thereunder.

The CITY will neither assume nor accept any obligation, commitment, responsibility or liability, which may result from representation by the CONSULTANT, not specifically provided for and authorized as stated hereinabove.

**ARTICLE 16.00 - OWNERSHIP OF DOCUMENTS**

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the CONSULTANT under this Agreement, shall be property of the CONSULTANT until the CONSULTANT has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the CITY of a written CHANGE ORDER deleting all or portions of the scope of services or task(s) to be provided or performed by the CONSULTANT, all of the above documents, to the extent requested in writing by the CITY, shall be delivered by the CONSULTANT to the CITY within seven (7) calendar days of the CITY making such a request. In the event the CITY gives the CONSULTANT a written Notice of Termination of all, or part of, the services or work required, or upon the issuance to the CONSULTANT by the CITY of a written CHANGE ORDER deleting all, or part of, the services or work required, the CONSULTANT shall deliver to the CITY the requested documents as set forth hereinabove, with the mutual understanding and commitment by the CITY that compensation earned or owing to the CONSULTANT, for services or work provided or performed by the CONSULTANT prior to the effective date of any such termination or deletion, will be paid to the CONSULTANT within thirty (30) calendar days of the date of issuance of the Notice of Termination or CHANGE ORDER. Effective date of any such termination or deletion will be paid to the CONSULTANT within thirty (30) calendar days of the date of issuance of the Notice of Termination or CHANGE ORDER.

The CONSULTANT, at its expense, may make and retain copies of all documents delivered to the CITY for reference and internal use. The CONSULTANT shall not, and agrees not to, use any of these documents, and data and information contained therein, on any other project, or for any other client, without the prior expressed written permission of the CITY.

Any use by the CITY of said documents, and data and information contained therein, obtained by the CITY under the provisions of this Agreement, for any purpose not within the scope of this Agreement, shall be at the risk of the CITY, and without liability to the CONSULTANT. The CITY shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the CONSULTANT 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 CITY'S use of such documents in a manner contrary to the provisions set forth hereinabove.

#### ARTICLE 17.00 - MAINTENANCE OF RECORDS

Pursuant to Section 119.0701 of the Florida Statutes, Contractors acting on behalf of the City must comply with the public records laws, specifically: a) keep and maintain public records required by the City to perform the contracted services; b) upon request from the City's custodian of public records, provide the City 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 Chapter 119 of the Florida Statutes 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City; d) upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City 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 the 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 City, upon request from the City's custodian of public records, in a format that is compatible with the Information Technology Systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (239) 321-7045, E-MAIL TO PUBLICRECORDS@CITYFTMYERS.COM, POST OFFICE BOX 2217, FORT MYERS, FLORIDA, 33902-2217.**

*Florida Statute, § 119.0701 and House Bill, § 273*

**ARTICLE 19.00 - ENTIRE AGREEMENT**

This Agreement, including referenced Exhibits and Attachments hereto, constitutes the entire Agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement.

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

- (1) EXHIBIT "A" entitled "SCOPE OF PROFESSIONAL SERVICES"
- (2) EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT"
- (3) EXHIBIT "C" entitled "TIME AND SCHEDULE OF PERFORMANCE"
- (4) EXHIBIT "D" entitled "CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUB-CONTRACTOR(S)"
- (5) EXHIBIT "E" entitled "PROJECT GUIDELINES AND CRITERIA"
- (6) EXHIBIT "F" entitled "TRUTH IN NEGOTIATION CERTIFICATE"
- (7) EXHIBIT "G" entitled "MINORITY BUSINESS ENTERPRISE"
- (8) EXHIBIT "H" entitled "SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES"
- (9) EXHIBIT "I" entitled "INSURANCE". (Containing copies of applicable Certificates of Insurance)
- (10) EXHIBIT "J" entitled "EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)"

**ARTICLE 20.00 - NOTICES AND ADDRESS OF RECORD**

**20.01 NOTICES BY CONSULTANT TO CITY**

All notices from the CONSULTANT to the CITY, shall be in writing and deemed duly served if mailed by registered or certified mail to the CITY at the following address:

City Manager/City Clerk  
City of Fort Myers  
Post Office Box 2217  
Fort Myers, Florida 33902-2217

**20.02 NOTICES BY CITY TO CONSULTANT**

All notices from the CITY to the CONSULTANT, shall be in writing and deemed duly served if mailed by registered or certified mail to the CONSULTANT at the following address:

Burt L. Saunders and Dean Cannon  
Gray Robinson, P.A.  
301 South Bronough Street, Suite 600  
Tallahassee, Florida 32301

**20.03 CHANGE OR ADDRESS OF RECORD**

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

**ARTICLE 21.00 - TERMINATION**

This Agreement will terminate five (5) years after the effective date indicated on Page One (1) unless the City exercises the right to renew for five (5) additional years. This Agreement may be terminated by either party for convenience, by giving thirty (30) days written notice to the other party.

If the CONSULTANT 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 CONSULTANT or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the CITY'S designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the CITY may, without prejudice to any other right or remedy, and after giving the CONSULTANT a thirty (30) calendar day written notice, terminate this Agreement.

In addition to the CITY'S contractual right to terminate this Agreement in its entirety, as set forth above, the CITY may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the SCOPE OF PROFESSIONAL SERVICES, as set forth in Exhibit "A", or the Project Guidelines and Criteria, as set forth in EXHIBIT "E", or as such may be established by SUPPLEMENTAL AGREEMENT or CHANGE ORDER AGREEMENT. The CITY shall provide written notice to the CONSULTANT in order to implement a stoppage, suspension, supplement or change. In order to modify the Scope of Professional Services, both parties must agree in writing.

**21.01 CONSULTANT TO DELIVER MATERIALS ON TERMINATION**

Upon termination, the CONSULTANT shall deliver to the CITY all papers and other material in which the CITY has exclusive rights by virtue hereof or of any business

done, or services or work performed or provided by the CONSULTANT on behalf of the CITY.

#### ARTICLE 22.00 - AMENDMENTS

The covenants, terms and provisions set forth and contained in all of the Articles to this Agreement may be amended upon the mutual acceptance thereof, in writing, by both parties to this Agreement, as evidenced by the execution by both parties of an Amendment Agreement. The City Manager of the City of Fort Myers shall act on behalf of the CITY in executing such Amendment Agreement(s). The CONSULTANT named hereinabove as a party to this Agreement, as an individual, or if a corporation, shall act in executing such Amendment Agreement(s). In the event of any conflicts between the requirements, provisions and/or terms of the Agreement, and any written Amendment Agreement(s), the requirements, provisions and/or terms of the latest executed Amendment Agreement shall take precedence.

#### ARTICLE 23.00 - MODIFICATIONS

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

In the event the CITY issues a purchase order, memorandum, letter, or other instruments covering the PROFESSIONAL SERVICES, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the CITY'S internal control purposes only, and any and all terms, provisions and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement, or of any terms thereof, shall impair the rights of either party.

**ARTICLE 24.00 - NO GUARANTEE OF WORK**

This is a Continuing Contract. All items listed as "to be determined" will be negotiated to the sole satisfaction of the CITY's designated Project Manager prior to starting any assignment. There is no guarantee that any work will be assigned and authorized under this contract.

**ARTICLE 25.00 - EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-Verify)**

Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ in the United States only individuals who are eligible to work in the United States. The E-Verify program provides an Internet-based means of verifying employment eligibility of workers employed in the United States, but is not a substitute for any other employment eligibility verification requirements.

The program will be used for:

- a. Commercial or noncommercial services or construction
- b. Projects which exceed the City of Fort Myers small dollar threshold.
- c. Work performed in the United States.

Exceptions to the program:

- a. Commodity based procurement where no services are provided.
- b. In exceptional cases, the City Council may waive the requirement.

Vendors, who are not enrolled in the program at the time of contract award, must enroll and produce a copy of the Memorandum of Understanding prior to execution of the contract. Upon signing up for the program, the vendor must follow the federal guidelines for verifying all their employees, whether assigned to the contract or not, in accordance with the Verification of Employment Eligibility.

Vendors that are already enrolled in the program must produce a copy of their Memorandum of Understanding prior to execution of the contract. Vendors must follow the federal guidelines for verifying all their employees, whether assigned to the contract or not, in accordance with the Verification of Employment Eligibility.

**Subcontractor requirement:** Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to subcontractors.

It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>

**PROFESSIONAL SERVICES AGREEMENT**  
RFQ #8010-16, State Lobbyist Services City of Fort Myers, FL  
Gray Robinson Attorneys At Law

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the dates shown below to be effective the day and year first shown above.

CITY OF FORT MYERS, FLORIDA  
a Municipal Corporation

ATTEST:

By:   
Randall P. Henderson, Jr. Mayor

  
Mary Hagemann, Interim City Clerk

Date: 01/09/2018

By:   
Saeed Kazemi, P.E., City Manager

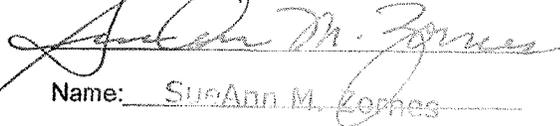
Date: 01/09/2018

APPROVED AS TO FORM:

  
Grant Williams Alley, City Attorney

Witness

  
Name: Daphne Bercher

  
Name: Susan M. Zornes

Gray Robinson Attorneys At Law

By:   
Dean Cannon or Burt Saunders

Title: Shareholder

Date: 11/27/17

Corporate License \_\_\_\_\_

CORPORATE SEAL

EXHIBIT A

SCOPE OF SERVICES

Date: November 27, 2017

For: RFQ #8010-16, State Lobbyist Services City of Fort Myers, FL

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The CONSULTANT 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 PROFESSIONAL SERVICES AGREEMENT:

- A point person(s) to act as a primary contact for the City of Fort Myers. Such appointments shall not be modified without prior written consent of the City. These person(s) shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the requirements of the contract.
- Maintain direct and frequent contact with key State representatives including the City's congressional delegation, keeping them informed about the City's top priorities. Coordinating funding, legislation and policy related activities. Study all relevant proposed legislation to determine possible effects and interest to the City. This contract does not involve lobbying at the Federal Level.
- Meet with elected officials and City staff to assist in the development of the City's annual list of goals, priorities, and special projects; address those that can be addressed at the state level, and assist in developing verbal and written material on each request to provide to state officials.
- Identify relevant funding opportunities that may arise for which the City may qualify to apply for and assist staff in submitting grant requests to the appropriate State committees and agencies. Secure authorizations and funding from the Florida Legislature to implement the City's projects.
- Represent the City in matters relating to the services of legislative consultant for matters in which the City may need professional services before the Florida Legislature, State of Florida administrative agencies, The Florida Governor and Cabinet, etc. Such services shall include, but not be limited to, attending state legislative committee hearings and

**PROFESSIONAL SERVICES AGREEMENT**  
**RFQ #8010-16, State Lobbyist Services City of Fort Myers, FL**  
**Gray Robinson Attorneys At Law**

meetings, rule making proceedings or other administrative or legislative agency meetings.

**PROFESSIONAL SERVICES AGREEMENT**  
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**Gray Robinson Attorneys At Law**

- Provide daily contact with City representative during sessions on matters of particular interest to the City and Advise when critical issues related to the city are being considered. Coordinate closely with the City Manager and City Attorney and/or their designees.
- Work with other state agencies as necessary to advocate the interests of the City of Fort Myers regarding natural resource management. This could include, but not be limited to, the Governor's Office, Department of Environmental Protection, to ensure the environmental concerns of the City are considered in the development of projects.
- Work to develop strategies to obtain and maximize funding for Public works, transportation, infrastructure, water resources and housing programs.
- Advise when city representative may be required in person in Tallahassee or elsewhere when addressing city interest.
- Submit to the City such data, reports, records, strategy recommendations, and other documents relating to the activity as the City may require, however, the following shall be provided to the City as a whole:
  - a. Provide monthly reports and updates on all legislative and budgetary issues, which may impact the City along with any progress that has been made on key positions.

At the conclusion of session, prepare a final report, including the status of the City's priorities and a summary of the impact of major legislative changes to the City of Fort Myers.
  - b. Attend city meetings upon written request.
  - c. Attend as many meetings with legislative delegation as may be necessary during formulation of key positions at other time during the year.
  - d. Meet with and represent the City at all regular and special sessions of the Florida Legislature as well as attend legislative committee meeting throughout the year.

Date: November 27, 2017

EXHIBIT B

COMPENSATION AND METHOD OF PAYMENT

Section 1. BASIC SERVICES/TASK(S)

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

- 1<sup>st</sup> Contract Year \$50,000.00 annually to be paid in twelve (12) equal installments of \$4,167.00 with the first payment due January 2018.
- 2<sup>nd</sup> Contract Year \$50,000.00 annually to be paid in twelve (12) equal installments of \$4,167.00 with the first payment due January 2019.
- 3<sup>rd</sup> Contract Year \$50,000.00 annually to be paid in twelve (12) equal installments of \$4,167.00 with the first payment due January 2020.
- 4<sup>th</sup> Contract Year \$50,000.00 annually to be paid in twelve (12) equal installments of \$4,167.00 with the first payment due January 2021.
- 5<sup>th</sup> Contract Year \$50,000.00 annually to be paid in twelve (12) equal installments of \$4,167.00 with the first payment due January 2022.

Section 2. ADDITIONAL SERVICES

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

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto, dated November 27, 2017, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

PROFESSIONAL SERVICES AGREEMENT  
RFQ #8010-16, State Lobbyist Services City of Fort Myers, FL  
Gray Robinson Attorneys At Law

ATTACHMENT NO. 1 TO EXHIBIT B

Date: November 27, 2017

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE \*\*\*

**ATTACHMENT NO. 2 TO EXHIBIT B**

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

**NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS**

CONSULTANT OR SUB-CONSULTANT NAME \_\_\_\_\_  
 (A separate Attachment No. 2 should be included for each SUB-CONSULTANT)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Other Communications	Actual Cost
Postage	Actual Cost
Shipping Material	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Automobile & Truck Travel	N.T.E. \$0.44.5/Mile
Lodging (Per Person) Actual expense up to maximum \$80	N.T.E. \$80.00/Night
Meals ( Breakfast)	N.T.E. \$ 6.00
(Lunch)	N.T.E. \$11.00
(Dinner)	N.T.E. \$19.00
Reproduction (Photocopy)	\$ 0.20/Page
Reproduction (Blue/White Prints)	\$ 0.20/Sq. Ft.
Printing	Actual Cost
Binding	Actual Cost
Mylar Sheets	\$1.10/Sq. Ft.
Photographic Supplies & Services	Actual Cost Plus 10%
Administrative Service Fee – Applicable only when specifically authorized in writing by the CITY, for administering the procurement of special additional services, equipment, etc. not covered under the costs and/or changes established in the Agreement.	10%

NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C

FLORIDA STATUTES ON  
PUBLIC ENTITY CRIMES

**Public Entity Crime - Florida Statute 287.123 - Public entity crime; denial or revocation of the right to transact business with public entities. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods, lease of property and/or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for category two for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the city within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.**

EXHIBIT D

INSERT

THE

CERTIFICATE OF INSURANCE

HERE

MANDATORY REQUIREMENTS OF CERTIFICATE:

1. The City of Fort Myers is to be specifically included as an additional insured on both comprehensive general liability and the business auto liability policies.
2. Additional Insured Boxes need to be checked.
3. "Additional Insured" Endorsement page(s) **MUST** accompany the Certificate of Insurance.
4. Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the CITY with ten (10) days prior written notice of cancellation and/or restriction.
5. Check to ensure the dollar amount for each category is correct.
6. DESCRIPTION OF OPERATIONS BLOCK: The following verbiage must be included in this block on COI:

City of Fort Myers named as Additional Insured on Comprehensive General Liability and Business Auto Liability policies.

«Project Names»

«Project Numbers»

CERTIFICATE HOLDER verbiage (NO names of persons/divisions/departments can appear in this section):

The City of Fort Myers  
2000 Dr. Martin Luther King Jr. Blvd, Suite 101  
Fort Myers, FL 33915

PROFESSIONAL SERVICES AGREEMENT  
RFQ #8010-16, State Lobbyist Services City of Fort Myers, FL  
Gray Robinson Attorneys At Law

EXHIBIT E

EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)

INSERT THE  
MEMO OF UNDERSTANDING (MOU)  
HERE