AGREEMENT BETWEEN

LAKE COUNTY, FLORIDA and

GRAYROBINSON, P.A.

FOR

LOBBYIST SERVICES

RFP #16-0203

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as the COUNTY, by and through its Board of County Commissioners, and GrayRobinson, P.A., their successors and assigns, herein collectively referred to as FIRM.

WITNESSETH:

WHEREAS, the COUNTY publicly submitted an Request for Proposal (RFP) #16-0203 seeking firms or individuals to provide State Governmental lobbying services on behalf of the COUNTY;

WHEREAS, GrayRobinson, P.A. is qualified, willing and able to provide lobbyist services for the COUNTY;

WHEREAS, GrayRobinson, P.A. desires to provide such services for the COUNTY subject to the terms of this Agreement; and

WHEREAS, this Agreement is in the best interests of the parties and will benefit the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages FIRM to provide State Governmental lobbyist services in accordance to the Scope of Services, attached hereto and incorporated herein as **Attachment A**. It is understood that the Scope of Services may be modified or changed by either party, but to be effective any modification or amendment must be in writing, executed by the parties, and in accordance with the COUNTY's

Purchasing Policies and Procedures. A copy of these policies and procedures shall be made available to FIRM upon request.

2.2 This Agreement shall commence on the date the last party hereto executes it and shall remain in effort for twelve (12) months. Prior to, or upon completion, of the initial term of this Agreement, the COUNTY shall have the option to renew this Agreement for four (4) additional twelve (12) month periods under the same terms and conditions. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of FIRM. This prerogative may be exercised only when such continuation is clearly in the best interest of the COUNTY.

Article 3. Personnel

3.1 FIRM has represented to the COUNTY that the services to be provided under this Agreement will be performed by Christopher L. Carmody, Jr., Christopher Dawson, J. Michael Huey, Burt L. Saunders, and Robert F. Stuart, Jr. The COUNTY has relied on this representation as an inducement of entering into this Agreement. In the event FIRM wishes to substitute personnel or to provide additional personnel, FIRM shall propose a person with equal or higher qualifications and such addition or replacement is subject to prior written approval by the COUNTY. In the event the requested person is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to cancel this Agreement for cause. At any time during the duration of this Agreement, the COUNTY may require FIRM to remove any employee it deems unacceptable.

3.2 During the term of this Agreement FIRM assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that FIRM does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against FIRM employees or applicants for employment. FIRM understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

3.3 The employee(s) of FIRM shall be considered at all times its/their employee(s) and not an employee(s) or agent(s) of the COUNTY. FIRM and all its employees, agree that they shall be acting as an independent contractor(s) and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY.

3.4 FIRM shall obtain and maintain throughout the term of this Agreement any and all licenses required to do business in the State of Florida and in Lake County, Florida. FIRM shall ensure that all persons employed by the vendor, including any and all subcontractors, during the term of this Agreement meet the employment eligibility requirements of the State of Florida and the United States of America. The FIRM shall ensure that its employees who performing services under this Agreement and who are attorneys, maintain good standing with the Florida Bar.

Article 4. Pricing

4.1 COUNTY agrees to compensate FIRM for services provided under this Agreement at the blended hourly rate of Two Hundred Dollars ($200.00) per hour, up to an amount not to exceed Fifty Thousand Dollars ($50,000). This rate shall prevail for the full duration of the initial term of this Agreement. This blended hourly rate encompasses all personnel classifications that may require for any given task or service requested under this Agreement. This rate shall include, but not be limited to, all salary, benefits, overhead, profit and local travel costs. Local travel costs is defined as travel within Lake County and within a seventy five (75) mile radius of Tavares, Florida. The parties acknowledge and agree that the COUNTY does not guarantee a minimum quantity or dollar value of work and no monthly retainer fees shall be required.

4.2 FIRM shall submit periodic invoices to the County for the service(s) and/or task(s) performed. The invoices shall itemize the charges by identifying the service or task performed and the total hours performed for the service or task. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the performance of the service(s) and/or task(s). All invoices shall contain the RFP number. Failure to submit invoices in the prescribed manner will delay payment, and FIRM may be considered in default and this Agreement may be terminated. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

4.3 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Article 5. Special Terms and Conditions

5.1 Termination. This Agreement may be terminated by either party by submitting written notice thirty (30) days in advance to the other party. If any service hereunder is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service is completed and accepted. In the event of termination, FIRM shall submit a final invoice to the COUNTY and the COUNTY agrees to compensate FIRM for all services provided prior to effective date of termination.

5.2 Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and FIRM shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

5.3 Right to Audit. The COUNTY reserves the right to require FIRM to submit to an audit by any auditor of the COUNTY's choosing. FIRM shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. FIRM shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. FIRM agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. This

provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the FIRM in performance of any work hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the FIRM to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by FIRM. Any adjustments and/or payments which must be made as a result of any such audit or inspection of FIRM's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to FIRM.

5.4 Public Records.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by FIRM for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the FIRM's office or facility. FIRM shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the termination of this Agreement, the FIRM shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the COUNTY.

B. Any copyright derived from this Agreement shall belong to the author. The author and FIRM shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the FIRM in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and FIRM will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, FIRM shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services identified herein.

2. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided for 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.

4. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of FIRM upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure to comply with this subsection shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

5.5 Insurance. Within five (5) days of the effective date of this Agreement, FIRM shall provide the COUNTY an original certificate of insurance, indicating that FIRM has coverage in accordance with the requirements of this paragraph. FIRM shall provide and maintain at all times during the term of this Agreement and any renewals thereof, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring FIRM against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the FIRM under the terms and provisions of this Agreement.

Such policies of insurance, and confirming certificates of insurance, shall insure the FIRM is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, FIRM must provide a notarized statement that if an employee of the FIRM is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the FIRM specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for FIRM to certify compliance, on the certificate of insurance, with all of the above requirements, then FIRM is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (RFP) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or FIRM be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such

deductible or self-insured retention shall be the sole responsibility of FIRM providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

Neither approval by the County of any insurance supplied by FIRM, nor a failure to disapprove that insurance, shall relieve the FIRM of full responsibility for liability, damages, and accidents as set forth herein.

5.6 Indemnification. FIRM shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of FIRM to take out and maintain the above insurance. Additionally, FIRM agrees for good and valuable consideration in the amount of ten dollars ($10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of FIRM, its agents, employees or representative, in the performance of FIRM's duties set forth in this Agreement.

Article 6. Miscellaneous Provisions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained. Additionally, the FIRM shall notify and obtain prior written consent from the COUNTY prior to any merger or acquisition with and/or by any other entity.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 FIRM shall at all times comply with all Federal, State and local laws, rules and regulations. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by FIRM.

6.8 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.10 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail addressed as follows:

If to FIRM:

GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
P.O. Box 3068
Orlando, Florida 32802

If to COUNTY:

County Manager
County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

7.2 This Agreement contains the following attachment which is incorporated herein:

Attachment A: Scope of Services

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners and by FIRM through its/their duly authorized representatives.

FIRM

GrayRobinson, P.A.

By: _____

Printed Name: Chris Carmody

Title: Shareholder /Attorney

COUNTY

ATTEST:

_____
Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

_____
Jimmy Conner
Chairman

This 28th day of October, 2015.

Approved as to form and legality:

_____
Sanford A. Minkoff
County Attorney

ATTACHMENT A

SCOPE OF SERVICES

FIRM acknowledges and agree to provide the following services for the COUNTY: (1) presenting policy recommendations to agencies and elected officials, (2) monitoring legislation and policy as it pertains to the County's interests, (3) securing public sector funding, and (4) maximizing the benefit to Lake County in regards to pending and current legislation. FIRM shall provide these services on an on-call task basis. Any request to FIRM for performance of services under this Agreement shall be made in writing by the Lake County Manager on behalf of the COUNTY. **FIRM understands and agrees that it/they shall not accept or perform any task or service that has not been approved by the County Manager.**

As and if directed by specific task order, FIRM will be responsible for monitoring, identifying, and prioritizing opportunities and challenges for Lake County, Florida with respect to issues under consideration by the State Legislature, Governor's Office and relevant state agencies, and rule-making bodies. FIRM agrees to provide the following services, if requested:

1. Lobbying, or otherwise advocating, for the County's position on legislation, appropriations and matters of interest, including, but not limited to:

    a. Direct contact and communication with the executive branch;
    b. Direct contact and communication with state legislators and staff;
    c. Direct contact and communication with representatives of state agencies;
    d. Draft letters and talking points on legislation as necessary; and
    e. Testify on behalf of the County at hearings before legislative committees.

2. Providing regular weekly (more frequently if required) written briefing reports during conference and legislative sessions for the County on key issues and legislative activity.

3. Providing briefings in-person as requested by the County.

4. Advising the County on an ongoing basis to identify State issues and State revenue sources which would benefit the residents of Lake County including, but not limited to, the availability of State funding in grant programs or otherwise.

5. Providing analysis and make recommendations in areas such as finance and taxation, the appropriations process, State regulation, growth management, planning, and any and all other legislative subject matters as directed or may come to the attention of the vendor.

6. Arranging for sponsors in support of the County's legislative program and working diligently to attain the passage of the County's proposals

7. Providing information concerning the status of the individual bills and rules affecting the County and render advice and opinions as to strategy.

8. Informing the County's designated representative of the necessity or desirability for participation by the County Chairman, County Commissioners and County staff in the legislative or rulemaking processes to secure the implementation of the County's programs.

9. Attending meetings with the Board of County Commissioners and County staff as needed and requested by the County.

10. Preparing and presenting oral reports to the Board of County Commissioners or to County staff, as needed or requested, and deliver a final report on regular legislative sessions and any special sessions, as requested, including detailed information on legislation which has an impact on the County. The vendor shall provide to the County on a continuing basis, an analysis and a presentation of any pending legislation and appropriations affecting the County, directly or indirectly.

11. Advocating for the positions of the County before State agencies and the Florida Legislature.

12. Scheduling and coordinating a legislative delegation visit for County officials early in the legislative session, for County officials to meet with the legislative delegation and present the County's legislative program.

13. Perform other pertinent tasks as directed by the County.

FIRM shall Maintain a close working relationship with the COUNTY and COUNTY staff throughout the term of this Agreement.