

## AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement, made and entered into November 4, 2014 by and between Marion County, a political subdivision of the State of Florida, (hereinafter referred to as the "COUNTY") and **Peebles & Smith, LLC**, located at 301 S Bronough St, Suite 500, Tallahassee, FL 32301, whose mailing address is PO Box 10930 (32302), possessing FEIN# 46-4180099 (hereinafter referred to as the "FIRM") under seal for the State Lobbyist, (hereinafter referred to as the "PROJECT"), and the COUNTY and the FIRM hereby agreeing as follows:

### WITNESSETH:

In consideration of the mutual covenants and promises contained herein, the COUNTY and FIRM (the "PARTIES") hereto agree as follows:

**Section 1 – Term.** This Agreement shall commence upon Board approval, and shall continue until September 30, 2015. Pending mutual agreement and Board approval, the contract may be negotiated and renewed for up to three (3) additional years.

**Section 2 – Scope of Services.** As per specifications and requirements of project 14P-154, the FIRM shall provide legislative lobbying services on behalf of Marion County according to the timeframe as noted herein. Services include, but are not limited to:

#### OUT OF REGULAR SESSION

- Attend BCC Board Workshop – Discussion of Legislative Priorities (Wed, November 12, 2014 @ 9:00am)
- Conduct Two meetings - in person (*meeting location to be determined*)
- Prepare Final Session End Report and Presentation at Board Workshop

#### COMMITTEE WEEKS

- Phone conferences – updates as needed.
- Conduct meetings as warranted
- Coordination of introductions or schedule meetings shall be by either party, pending the relationship
- Provide conference room or office as needed when Marion County staff or commissioners are in Tallahassee
- Assist in the drafting of letters and/or provide talking points, as needed.

#### DURING SESSION

- Provide conference room or office as needed when Marion County staff or commissioners are in Tallahassee
- Phone conferences as needed with staff – updates to be provided weekly to staff (also as needed); Provide county staff and the Board with any new information that may impact the county's legislative program
- Assist in the drafting of letters and/or provide talking points, as needed.

**Section 3 – Compensation.** The COUNTY shall make payment to the FIRM upon remittance of invoice to the COUNTY for services described in Section 2 of this agreement at a monthly retainer of \$1,500. Negotiation of additional services will be conducted upon notice of request for bill drafting or other legislative initiatives not considered regular items listed in the RFP, or tasks identified in Section 2. There shall be no provisions for pricing adjustments during the term of the contract.

**Section 4 – Notices.** Except as otherwise provided herein, all notices and other communications provided for hereunder shall be in writing and sent by certified mail return receipt requested, or by hand deliver, and shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid or if hand delivered, when personally handed to the Party to whom the notice or other communication is addressed, with signed proof of delivery. The COUNTY'S and the FIRM'S representatives for notice purposes are:

FIRM:                   Peebles & Smith, LLC  
301 S Bronough St, Suite 500, Tallahassee, FL 32301, [PO Box 10930 (32302)]  
CONTACT PERSON: John W Smith  
850-681-7383 | E-mail: [john@peebles-smith.com](mailto:john@peebles-smith.com)

COUNTY: Marion County Commission/Administration  
c/o Marion County Board of County Commissioners  
601 SE 25<sup>th</sup> Ave, Ocala, FL 34471  
CONTACT PERSON: Jeannie Rickman  
352-671-2300 | E-mail: [Jeannie.Rickman@MarionCountyFL.org](mailto:Jeannie.Rickman@MarionCountyFL.org)

**A copy of all notices to the COUNTY hereunder shall also be sent to:**

Procurement Director  
Marion County Procurement Services Department  
2631 SE 3rd St, Ocala, FL 34471

**Section 5 – Assignment.** The FIRM may not subcontract all or any part of this Agreement without written approval by the COUNTY.

**Section 6 – Laws, Permits, and Regulations.** Prior to the performance of any work hereunder, the FIRM shall obtain and pay for all licenses and permits, as required to perform the services described in Section 2 of this Agreement. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

**Section 7 – Amendments.** This Agreement may only be amended by mutual written agreement of both Parties.

**Section 8 – Books and Records.** The FIRM shall keep records of all transactions. The COUNTY shall have a right to review such records at the FIRM'S office during normal business hours.

**Section 9 – Indemnification.** The FIRM shall indemnify and hold harmless the COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against the COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of the FIRM or its employees, officers, or agents in performing the services set forth herein.

**Section 10 – Insurance.** As applicable, during the period the services are rendered, insurance policies shall be with a company or companies authorized to do business in the State of Florida. The County shall be notified if any policy limit has eroded to one half its annual aggregate. The FIRM shall provide a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+. All policies must show the "Marion County Board of County Commissioners" as an Additional Insured except for the workers compensation and professional liability policies. The Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30-day cancellation notice to that address with policies for the following:

**Business Auto Liability** shall be provided by the FIRM with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.

**Worker's Compensation** shall be purchased and maintained by the FIRM with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease.

**General Liability** with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The policy must be maintained by the FIRM for the duration of the project. If the policy is written on a claims-made basis, the FIRM must maintain the policy a minimum of 5 years following completion of the project. The County of Marion must be shown as additional insured.

**Section 11 – Independent FIRM.** In the performance of this Agreement, the FIRM will be acting in the capacity of an "independent FIRM" and not as an agent, employee, partner, joint venture, or associate of the COUNTY. The FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the FIRM in the full performance of this Agreement.

**Section 12 – Default/Termination.** In the event the FIRM fails to comply with any of the provisions of this Agreement, the COUNTY may terminate this Agreement for cause by first notifying the FIRM in writing, specifying the nature of the default and providing the FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, the COUNTY thereafter may terminate this Agreement upon written notice to the FIRM without prejudice to the COUNTY in terms of any right or for cause; the COUNTY will be responsible for compensation to the FIRM only for the termination date. The COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to the FIRM. In the event of termination of this Agreement without cause, the COUNTY will compensate the FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. Notwithstanding any other provision of this Contract, this Contract may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. County shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

**Section 13 – Timely Performance.** All work will commence upon authorization from the County’s representative. All work will proceed in a timely manner without delays.

**Section 14 – Damage to Property.** The FIRM shall be responsible for all material, equipment and supplies sold and delivered to the COUNTY under this Contract and until final inspection of the work and acceptance thereof by the COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, the FIRM shall replace the same without additional cost to the COUNTY, as applicable.

**Section 15 – Termination for Loss of Funding/Cancellation for Unappropriated Funds.** The obligation of the County for payment to a FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**Section 16 – Use of Other Contracts.** Marion County Board of County Commissioners reserves the right to utilize any County contract, State of Florida Contract, city or county governmental agencies, school board, community college/state university system cooperative bid agreement. Marion County Board of County Commissioners reserves the right to separately bid any single order or to purchase any item on this solicitation/contract if it is in the best interest of the County.

**Section 17 – Employee Eligibility Verification.** For those projects funded with State or Federal dollars, Marion County will adhere to the practices set forth under the e-verification system, which is outlined in the clauses below. Information provided by the FIRM is subject to review for the most current version of the State or Federal policies at the time of contract award. By previously signing the ITB Acknowledgment and Addenda Certification Form, and this contract FIRM has agreed to perform in accordance with these requirements and agrees:

1. To enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the “Memorandum of Understanding” governing the program.
2. To provide to the Agency, within thirty (30) days of the effective date of this contract, documentation of such enrollment in the form of a copy of the E-Verify “Edit Company Profile” screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage).
3. To require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this contract/amendment/extension or within ninety (90) days of the effective date of the contract between the FIRM and the subcontractor, whichever is later. The FIRM shall obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
4. To maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Agency or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the Agency may treat a failure to comply as a material breach of the contract.

**Section 18 – Force Majeure.** Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this AGREEMENT, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

**Section 19 – Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

**Section 20 – Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

IN WITNESS WHEREOF the parties have executed this Amendment to Agreement the day and year first written above.

ATTEST:



DAVID R. ELLSPERMANN,  
CLERK OF COURT

MARION COUNTY BOARD OF  
COUNTY COMMISSIONERS



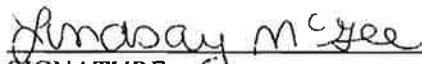
CARL ZALAK, III  
CHAIRMAN

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

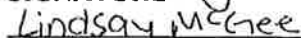


MATTHEW G. MINTER,  
MARION COUNTY ATTORNEY

WITNESS:



SIGNATURE



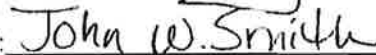
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PEEBLES & SMITH, LLC:

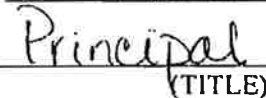
BY:



PRINTED:



TITLE:

  
(TITLE)

WITNESS:



SIGNATURE



PRINTED NAME

## FOURTH AMENDMENT TO THE AGREEMENT

In accordance with the State Lobbyist Agreement entered into on November 4, 2014, and all of its amendments (if any), collectively by Peebles, Smith & Matthews (the "Agreement") this Fourth Amendment to the Agreement (this "Amendment") is made and entered into by and between Peebles, Smith & Matthews, **GrayRobinson, P.A.**, whose address is 301 E. Pine St., Suite 1400, Orlando, FL 32801; possessing FEIN 59-1300132, (hereinafter referred to as "Firm") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

### WITNESSETH

WHEREAS, Peebles, Smith & Matthews and GrayRobinson, P.A. represent and affirm that GrayRobinson, P.A. has acquired Peebles, Smith & Matthews. Accordingly, Peebles, Smith & Matthews seeks to assign and GrayRobinson seeks to accept all benefits and obligations of the Agreement and COUNTY having no objection;

WHEREAS the Parties wish to amend the Agreement to reflect said assignment, and,

WHEREAS this Amendment shall remain in full force and effect until all completion of services required of GrayRobinson, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and Firm (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. The Parties confirm and agree that the above recitals are true and correct and incorporate their terms and provisions herein for all purposes.
2. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 14P-154, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
3. This Amendment shall acknowledge reassignment of the obligations, benefits and all amendments thereto, under the Agreement by Peebles, Smith & Matthews to GrayRobinson, P.A.
4. This Amendment modifies Section 2 – Scope of Services, of the Agreement to increase the scope of services to include, but not be limited to the following services:
  - Assist COUNTY in
    - legislative policy issues
    - multiple appropriations projects
    - executive branch issues
5. This Amendment modifies Section 3 – Compensation, of the Agreement to:
  - Increase the monthly retainer to \$3,500 per month, beginning February 1, 2022.
    - Documented, out-of-pocket costs directly attributable to the performance of the work for COUNTY may be negotiated with COUNTY on an as needed basis.
  - Allow for reimbursement to Firm for the cost of Lobbyist registration fees.
    - Legislature: \$20 for each person from the point of registration until December 31; then renewed in January each calendar year thereafter.
    - Executive: \$25 for each person from the point of registration until December 31; then renewed in January each calendar year thereafter.
6. This Amendment adds/replaces the following provisions to the Agreement:
  - **INSURANCE.**  
Section '10' of the Agreement requiring in part that the company issuing the required Certificate of Insurance have an A.M. Best Company rating of at least a B+ is modified solely to delete the words "at least a B+" and replace them with "at least an A-."
  - **EMPLOYEE ELIGIBILITY VERIFICATION.**  
Section '17' of the Agreement regarding E-Verify is deleted in its entirety and replaced with the following:

- Section 17 – E-Verify, pursuant to Section 448.095, F.S.  
 Section 448.095, Florida Statutes, requires FIRM to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into the Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of the Agreement.
  1. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
  2. FIRM has agreed to perform in accordance with the requirements of this Section and agrees:
    - a. FIRM certifies and assures COUNTY that FIRM is currently in full compliance with Section 448.095, Florida Statutes and it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees and will continue to do so throughout the Term. This certification and assurance is a material term on which COUNTY relies in entering into the Agreement.
    - b. COUNTY shall immediately terminate the Agreement if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), Florida Statutes, that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
    - c. When FIRM enters into a contract with an employee, a contractor or a subcontractor, FIRM shall obtain from that contracting party (“Contracting Party”) an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
    - d. FIRM shall maintain a copy of such affidavit for the duration of the Agreement and provide it to COUNTY upon request.
    - e. FIRM shall immediately terminate the Contracting Party if FIRM has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, as set forth above.
    - f. If COUNTY has a good faith belief that FIRM’s Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the Contracting Party. FIRM agrees that upon such an order, FIRM shall immediately terminate the Contracting Party. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
    - g. If COUNTY terminates the Agreement with FIRM, FIRM may not be awarded a public contract for a least one (1) year after the date of termination.
    - h. FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.
    - i. Any such termination under this Section is not a breach of the Agreement and may not be considered as such.
    - j. FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
    - k. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of the Agreement.

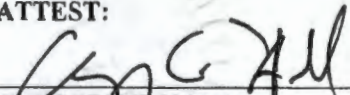
- SCRUTINIZED COMPANIES. Adds Section ‘21’ to the Agreement with the following:  
 Section 21 - Scrutinized Companies, pursuant to Section 287.135, F.S.  
 A. Certification.

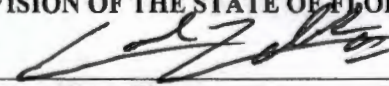
1. If the Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, FIRM was not then and is not now:
    - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
    - b. Engaged in business operations in Cuba or Syria.
  2. If the Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, FIRM was not then and is not now:
    - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
    - b. Engaged in a boycott of Israel.
- B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars or more and FIRM meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and
  2. FIRM is found to have:
    - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
- OR
3. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and
  4. FIRM is found to have:
    - a. Met either prohibition set forth in Section “21(B)(2)” above or
    - b. Been engaged in business operations in Cuba or Syria.
- OR
5. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and
  6. FIRM is found to have:
    - a. Met any prohibition set forth in Section “21(B)(4)” above or
    - b. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- OR
7. Was entered into or renewed on or after July 1, 2018, and
  8. FIRM is found to have met any prohibition set forth in Section “21(B)(4)” above.
- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
  2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.
- SOVEREIGN IMMUNITY. Adds Section ‘22’ to the Agreement with the following:  
Section 22 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

- **ON-GOING COMPLIANCE.** Adds Section '23' to the Agreement with the following:  
Section 23 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

 2/01/2022  
 \_\_\_\_\_  
 GREGORY C. HARRELL, DATE  
 MARION COUNTY CLERK OF COURT

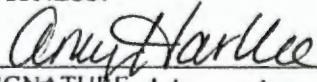
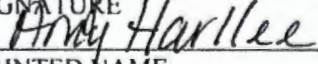
MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA  
 2/01/22  
 \_\_\_\_\_  
 CARL ZALAK III DATE  
 CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

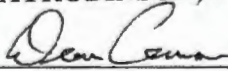
BCC APPROVED: February 1, 2022  
 14P-154-CA-04 State Lobbyist

 2/10/2022  
 \_\_\_\_\_  
 FOR MATTHEW G. MINTER, DATE  
 MARION COUNTY ATTORNEY

WITNESS:

  
 \_\_\_\_\_  
 SIGNATURE  
  
 \_\_\_\_\_  
 PRINTED NAME


GRAYROBINSON, P.A.

  
 \_\_\_\_\_  
 BY: DATE  
 Dean Cannon 2/4/2022  
 \_\_\_\_\_  
 PRINTED:  
 President and CEO  
 \_\_\_\_\_  
 ITS: (TITLE)

WITNESS:

  
 \_\_\_\_\_  
 SIGNATURE  
  
 \_\_\_\_\_  
 PRINTED NAME

PEEBLES, SMITH & MATTHEWS, INC.

  
 \_\_\_\_\_  
 BY: DATE  
 Ryan Matthews 2/4/2022  
 \_\_\_\_\_  
 PRINTED:  
 Principal  
 \_\_\_\_\_  
 ITS: (TITLE)