

FIXED FEE PROFESSIONAL SERVICE AGREEMENT

22-7956

for

Professional State Lobbyist Services

THIS AGREEMENT, made and entered into on this 14 day of June, 2022, by and between Smith, Bryan & Myers, Inc., authorized to do business in the State of Florida, whose business address is 311 East Park Avenue, Tallahassee, FL 32301, (the "Contractor") and Collier County, a political subdivision of the State of Florida, (the "County"):

WITNESSETH:

- 1. The Agreement shall be for a three (3) year period, commencing upon the date of Board approval; or on October 1, 2022, and terminating on three (3) year(s) from that date or until all outstanding Purchase Order(s) issued prior to the expiration of the Agreement period have been completed or terminated.

The County may, at its discretion and with the consent of the Contractor, renew the Agreement under all of the terms and conditions contained in this Agreement for two (2) additional one (1) year(s) periods. The County shall give the Contractor written notice of the County's intention to renew the Agreement term prior to the end of the Agreement term then in effect.

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

- 2. **COMMENCEMENT OF SERVICES.** The Contractor shall commence the work upon issuance of a Purchase Order Notice to Proceed Work Order.
- 3. **STATEMENT OF WORK.** The Contractor shall provide services in accordance with the terms and conditions of Request for Proposal (RFP) Invitation to Bid (ITB) Other _____ (_____) # 22-7956, including all Attachment(s), Exhibit(s) and Addenda and the Contractor's proposal referred to herein and made an integral part of this Agreement.

The Contractor shall also provide services in accordance with **Exhibit A – Scope of Services** attached hereto.



3.1 This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Parties, in compliance with the County's Procurement Ordinance, as amended, and Procurement Procedures in effect at the time such services are authorized.

3.2 The execution of this Agreement shall not be a commitment to the Contractor to order any minimum or maximum amount. The County shall order items/services as required but makes no guarantee as to the quantity, number, type or distribution of items/services that will be ordered or required by this Agreement.

4. **THE AGREEMENT SUM.** The County shall pay the Contractor for the performance of this Agreement based on **Exhibit B- Fee Schedule**, attached hereto and the price methodology as defined in Section 4.1. Payment will be made upon receipt of a proper invoice and upon approval by the County's Contract Administrative Agent/Project Manager, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

4.1 Price Methodology (as selected below):

Lump Sum (Fixed Price): A firm fixed total price offering for a project; the risks are transferred from the County to the contractor; and, as a business practice there are no hourly or material invoices presented, rather, the contractor must perform to the satisfaction of the County's project manager before payment for the fixed price contract is authorized.

~~**Time and Materials:** The County agrees to pay the contractor for the amount of labor time spent by the contractor's employees and subcontractors to perform the work (number of hours times hourly rate), and for materials and equipment used in the project (cost of materials plus the contractor's markup). This methodology is generally used in projects in which it is not possible to accurately estimate the size of the project, or when it is expected that the project requirements would most likely change. As a general business practice, these contracts include back up documentation of costs; invoices would include number of hours worked and billing rate by position (and not company (or subcontractor) timekeeping or payroll records), material or equipment invoices, and other reimbursable documentation for the project.~~

~~**Unit Price:** The County agrees to pay a firm total fixed price (inclusive of all costs, including labor, materials, equipment, overhead, etc.) for a repetitive product or service delivered (i.e. installation price per ton, delivery price per package or carton, etc.). The invoice must identify the unit price and the number of units received (no contractor inventory or cost verification).~~

4.2 Any County agency may obtain services under this Agreement, provided sufficient funds are included in their budget(s).

4.3 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of the Agreement. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of “laches” as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this Agreement.

4.4 The County, or any duly authorized agents or representatives of the County, shall have the right to conduct an audit of Contractor’s books and records to verify the accuracy of the Contractor’s claim with respect to Contractor’s costs associated with any Payment Application, Change Order, or Work Directive Change.

4.5 ~~Travel and Reimbursable Expenses: Travel and Reimbursable Expenses must be approved in advance in writing by the County. Travel expenses shall be reimbursed as per Section 112.061 Fla. Stats. Reimbursements shall be at the following rates:~~

Mileage	\$0.44.5 per mile
Breakfast	\$6.00
Lunch	\$11.00
Dinner	\$19.00
Airfare	Actual ticket cost limited to tourist or coach class fare
Rental car	Actual rental cost limited to compact or standard size vehicles
Lodging	Actual cost of lodging at single occupancy rate with a cap of no more than \$150.00 per night
Parking	Actual cost of parking
Taxi or Airport Limousine	Actual cost of either taxi or airport limousine

~~Reimbursable items other than travel expenses shall be limited to the following: telephone long distance charges, fax charges, photocopying charges and postage. Reimbursable items will be paid only after Contractor has provided all receipts. Contractor shall be responsible for all other costs and expenses associated with activities and solicitations undertaken pursuant to this Agreement.~~

5. **SALES TAX.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Collier County, Florida as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes, Certificate of Exemption # 85-8015966531C.



6. **NOTICES.** All notices from the County to the Contractor shall be deemed duly served if mailed or emailed to the Contractor at the following:

Company Name: Smith, Bryan & Myers, Inc.
Address: 311 East Park Avenue
Tallahassee, FL 32301

Authorized Agent: Matt Bryan, President
Attention Name & Title: _____
Telephone: (850) 224-5081
E-Mail(s): LHurley@smithbryanandmyers.com

All Notices from the Contractor to the County shall be deemed duly served if mailed or emailed to the County to:

Board of County Commissioners for Collier County, Florida

Division Name: Communications, Government & Public Affairs
Division Director: John Mullins
Address: 3299 Tamiami Trail East, Suite 102
Naples, FL 34112-5746

Administrative Agent/PM: John Mullins
Telephone: (239) 252-2520
E-Mail(s): John.Mullins@colliercountyfl.gov

The Contractor and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

7. **NO PARTNERSHIP.** Nothing herein contained shall create or be construed as creating a partnership between the County and the Contractor or to constitute the Contractor as an agent of the County.
8. **PERMITS: LICENSES: TAXES.** In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the Work shall be obtained by the Contractor. The County will not be obligated to pay for any permits obtained by Subcontractors.

Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.



9. **NO IMPROPER USE.** The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, County facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the Agreement of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.

10. **TERMINATION.** Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said Agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be the sole judge of non-performance.

In the event that the County terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

11. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin.

12. **INSURANCE.** The Contractor shall provide insurance as follows:

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

~~B. **Business Auto Liability:** Coverage shall have minimum limits of \$ _____ Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non Owned Vehicles and Employee Non Ownership.~~

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

The coverage must include Employers' Liability with a minimum limit of \$ 1,000,000 for each accident.

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

E. **Cyber Liability:** Coverage shall have minimum limits of \$ _____ per occurrence.

F. **Technology Errors and Omissions:** Coverage shall have minimum limits of \$ _____ per occurrence.

G. **Watercraft:** Coverage shall have minimum limits of \$ _____ per occurrence.

H. **United States Longshoreman's and Harborworker's Act:** Coverage shall be maintained where applicable to the completion of the work \$ _____ per occurrence.

I. **Maritime Coverage (Jones Act):** Coverage shall have minimum limits of \$ _____ per occurrence.

J. _____ **(other):** Coverage shall have minimum limits of \$ _____ per occurrence.

K. _____ **(other):** Coverage shall have minimum limits of \$ _____ per occurrence.

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

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

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

13. **INDEMNIFICATION.** To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of Collier County.

13.1 The duty to defend under this Article 13 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Article 13 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

14. **AGREEMENT ADMINISTRATION.** This Agreement shall be administered on behalf of the County by the Communications, Government and Public Affairs Division.
15. **CONFLICT OF INTEREST.** Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Contractor further represents that no persons having any such interest shall be employed to perform those services.
16. **COMPONENT PARTS OF THIS AGREEMENT.** This Agreement consists of the following component parts, all of which are as fully a part of the Agreement as if herein set out verbatim: Contractor's Proposal, Insurance Certificate(s), Exhibit A Scope of Services, Exhibit B Fee Schedule, RFP/ ITB/ Other _____ (_____) #22-7956, including Exhibits, Attachments and Addenda/Addendum, subsequent quotes, and Other Exhibit/Attachment: _____.
17. **APPLICABILITY.** Sections corresponding to any checked box () will expressly apply to the terms of this Agreement.



18. **SUBJECT TO APPROPRIATION.** It is further understood and agreed by and between the parties herein that this Agreement is subject to appropriation by the Board of County Commissioners.
19. **PROHIBITION OF GIFTS TO COUNTY EMPLOYEES.** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any Agreement held by the individual and/or firm for cause.
20. **COMPLIANCE WITH LAWS.** By executing and entering into this Agreement, the Contractor is formally acknowledging without exception or stipulation that it agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to this Agreement, including but not limited to those dealing with the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended; taxation, workers' compensation, equal employment and safety including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes, and the Florida Public Records Law Chapter 119, if applicable, including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(b) as stated as follows:

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

**Division of Communications, Government and Public Affairs
3299 Tamiami Trail East, Suite 102
Naples, FL 34112-5746
Telephone: (239) 252-8999
Email: PublicRecordRequest@colliercountyfl.gov**

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

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost

that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this Agreement and the County shall have the discretion to unilaterally terminate this Agreement immediately.

21. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.** Collier County encourages and agrees to the successful Contractor extending the pricing, terms and conditions of this solicitation or resultant Agreement to other governmental entities at the discretion of the successful Contractor.
22. **AGREEMENT TERMS.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.
23. **ADDITIONAL ITEMS/SERVICES.** Additional items and/or services may be added to this Agreement in compliance with the Procurement Ordinance, as amended, and Procurement Procedures.
24. **DISPUTE RESOLUTION.** Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation

shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached at mediation to County's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.

25. **VENUE.** Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

26. **KEY PERSONNEL.** The Contractor's personnel and management to be utilized for this project shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete the services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the required service dates. The Contractor shall not change Key Personnel unless the following conditions are met: (1) Proposed replacements have substantially the same or better qualifications and/or experience. (2) that the County is notified in writing as far in advance as possible. The Contractor shall make commercially reasonable efforts to notify Collier County within seven (7) days of the change. The County retains final approval of proposed replacement personnel.

AGREEMENT STAFFING. ~~The Contractor's personnel and management to be utilized for this Agreement shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete required services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet required services.~~

27. **ORDER OF PRECEDENCE.** In the event of any conflict between or among the terms of any of the Contract Documents, the terms of solicitation the Contractor's Proposal, and/or the County's Board approved Executive Summary, the Contract Documents shall take precedence.

ORDER OF PRECEDENCE (Grant Funded). ~~In the event of any conflict between or among the terms of any of the Contract Documents and/or the County's Board approved Executive Summary, the terms of the Agreement shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Contractor at County's discretion.~~

28. **ASSIGNMENT.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. Any attempt to assign or otherwise transfer

this Agreement, or any part herein, without the County's consent, shall be void. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

29. **SECURITY**. The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years. All of Contractor's employees and subcontractors must wear Collier County Government Identification badges at all times while performing services on County facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail (DL-FMOPS@colliergov.net) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of \$500 per incident.

(Intentionally left blank -signature page to follow)

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

Crystal K. Kinzel, Clerk of the Circuit
Court and Comptroller

By: Chris Jurgens

Dated: 6-15-2022



Contractor's Witnesses:

By: William L. McDaniel Jr., Chairman

Smith, Bryan & Myers, Inc.
Contractor

Dyobci Wysocki
Contractor's First Witness

By: Jeff Hartley
Signature
Jeff Hartley, President
↑Type/print signature and title↑

Debbie Wysocki
↑Type/print witness name↑

[Signature]
Contractor's Second Witness

Madison Franklin
↑Type/print witness name↑

Approved as to Form and Legality:
Scott R Teuch
Deputy County Attorney
Scott R Teuch
Print Name



Exhibit A

Scope of Services

following this page (containing 2 page/s)

this exhibit is not applicable



Request for Proposal (RFP) # 22-7956
“Professional State Lobbyist Services”

State government lobbying services are needed, based in Tallahassee, on behalf of the County where they will advocate policy positions, as adopted by the Board, and monitor and report on emerging issues and actions of the legislative and executive branches.

DETAILED SCOPE OF WORK

The CONTRACTOR/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 agreement.

The CONTRACTOR/CONSULTANT will represent and advocate the Collier County Board of County Commissioner’s policy positions, as adopted by the Board, and as directed by the County Manager, or their designee, before the legislative and executive branches of the State of Florida.

The CONTRACTOR/CONSULTANT shall perform the following services, including but not limited to:

1. Consult with designated County staff to recommend, review, and draft proposed legislative priorities ahead of each regular or special legislative session.
2. If requested, participate in presenting the proposed legislative priorities and/or any after-action report to the Board.
3. Devise and diligently execute strategies that accomplish the legislative and administrative goals of the Board.
4. Monitor legislative and executive activity that could materially impact Collier County and suggest the most effective approach in achieving the best outcome for the County.
5. Provide regular oral and written updates to the County Manager, or their designee, on issues potentially impacting Collier County during any regular or special session and during legislative interim committee weeks.
6. Secure sponsors for bills and amendments that further the legislative goals of the County.
7. Lobby, consistent with Board adopted positions, for or against legislation to achieve the legislative goals of the County.
8. Coordinate meetings with appropriate legislative members, key staff, and executive level officials and personnel.
9. Promptly notify the County Manager, or their designee, of any potential or actual conflicts of interest arising from the lobbyist’s and/or lobbying firm’s legislative efforts.
10. Monitor and report on the rulemaking process when it could potentially materially impact the County.
11. When approved by the County Manager, or their designee, represent the County at applicable coalition and association meetings.
12. Aggressively pursue and report on funding opportunities that may benefit projects, programs, and services applicable to Collier County.



Request for Proposal (RFP) # 22-7956
“Professional State Lobbyist Services”

The CONTRACTOR/CONSULTANT should have advocacy experience in the following topical areas, including but not limited to:

- Administrative Rules & Procedures
- Airports & Aviation
- Affordable Housing
- Appropriations & County Funding Streams
- Beach Access & Renourishment
- Code Enforcement
- Community Redevelopment Agencies
- Domestic Animal Services
- Emergency Services
- Employment Law
- Impact Fees
- Information Technology
- Inland Oil Drilling (Fracking)
- Libraries
- Licensing & Permitting
- Mitigation Banking
- Museums
- Parks & Recreation
- Planning & Zoning
- Preemption & Home Rule
- Property Tax
- Procurement
- Public Transit
- Recycling
- Solid Waste
- Transportation
- Vacation Rentals
- Veterans’ Services
- Water Quality & Quantity Management

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

The CONTRACTOR/CONSULTANT must be able to register and be approved as an executive and legislative branch lobbyist in the State of Florida.

The CONTRACTOR/CONSULTANT will meet with the County Manager, or his/her designee, to have a work plan assigned. The County Manager, or his/her designee, will have the sole discretion in directing the CONTRACTOR/CONSULTANT on the County’s behalf.



Exhibit B

Fee Schedule

following this page (pages 1 through 1)



**Request for Proposal (RFP) # 22-7956
“Professional State Lobbyist Services”**

EXHIBIT B

FEE SCHEDULE

Task Description	Compensation to CONTRACTOR/CONSULTANT
Professional Lobbyist Services	\$75,000* per year paid in 12 equal installments of \$6,250 per month

*Annual not-to-exceed compensation inclusive of all costs, to be paid on a monthly basis. Payments shall be full compensation for all services, labor, tools, equipment, travel, and any other items required for project completion and/or completion of services outlined in Exhibit A of the Agreement.

Compensation shall remain firm for the initial term of the agreement.



Other Exhibit/Attachment

Description: _____

following this page (pages ____ through ____)

this exhibit is not applicable





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 11 West Garden St. Pensacola FL 32502	CONTACT NAME: Nicole McNorton PHONE (A/C, No, Ext): 850-601-0866 FAX (A/C, No): E-MAIL ADDRESS: NMcNorton@higginbotham.net														
INSURED Smith, Bryan, & Myers, Inc. & Matthew A. Bryan & Julie S. Myers And 311 E Park Avenue, LLC 311 E Park Avenue Tallahassee FL 32301	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Axis Surplus Insurance Company</td> <td>26620</td> </tr> <tr> <td>INSURER B: Scottsdale Insurance Company</td> <td>41297</td> </tr> <tr> <td>INSURER C: Associated Industries Insurance Company, Inc.</td> <td>23140</td> </tr> <tr> <td>INSURER D: Landmark American Insurance Company</td> <td>33138</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Axis Surplus Insurance Company	26620	INSURER B: Scottsdale Insurance Company	41297	INSURER C: Associated Industries Insurance Company, Inc.	23140	INSURER D: Landmark American Insurance Company	33138	INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** 1911117768 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ESC92408	7/7/2021	7/7/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$			XBS0141667	7/7/2021	7/7/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AWC1170976	9/27/2021	9/27/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liability			LHR791714	9/23/2021	9/23/2022	General Aggregate 1,000,000 Each Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Collier County Board of County Commissioners is listed as an additional insured in regards to general liability as required by written contract. The insurance provided shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the additional insured and the venders policy should be endorsed accordingly. A 30 day notice of cancellation required. The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. For any and all work performed on behalf of Collier County.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE