



**Kevin Madok, CPA**

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

**DATE:** February 5, 2018

**TO:** Lindsey Ballard  
Aide to the County Administrator

**FROM:** Pamela G. Hancock, D.C.

**SUBJECT:** November 14<sup>th</sup> BOCC Meeting

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Attached is a duplicate original of X1, Agreement with Peebles, Smith and Matthews, Inc. and Gray Robinson P.A., retroactive to October 1, 2017, to reflect a name change of the firm, and granted approval of the rescission of the Agreement with Peebles and Smith, LLC and Gray Robinson approved on October 18, 2017, for your handling.

Should you have any questions, please feel free to contact me at ext. 3130. Thank you.

cc: County Attorney  
Finance  
File

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**KEY WEST**  
500 Whitehead Street  
Key West, Florida 33040  
305-294-4641

**MARATHON**  
3117 Overseas Highway  
Marathon, Florida 33050  
305-289-6027

**PLANTATION KEY**  
88820 Overseas Highway  
Plantation Key, Florida 33070  
305-852-7145

**PK/ROTH BUILDING**  
50 High Point Road  
Plantation Key, Florida 33070  
305-852-7145

**AGREEMENT FOR  
LOBBYING SERVICES**  
Between  
**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**  
And  
**PEEBLES, SMITH & MATTHEWS, INC. AND GRAY ROBINSON, P.A.**

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This Agreement ("Agreement") made and entered into this 14th day of November, 2017, by and between Monroe County, a political subdivision of the State of Florida, and whose address is 1100 Simonton Street, Key West, Florida, 33040, its successors and assigns, hereinafter referred to as "COUNTY," through the Monroe County Board of County Commissioners ("BOCC"), and

Peebles, Smith, & Matthews, Inc., a corporation of the State of Florida, and whose address is 301 South Bronough Street, Suite 500, Tallahassee, Florida, 32301, its successors and assigns, hereinafter referred to as "LOBBYIST", and

Gray Robinson, PA, a corporation of the State of Florida, and whose address is 301 South Bronough Street, Suite 600, Tallahassee, Florida, 32301, its successors and assigns, hereinafter referred to as "LOBBYIST", and

**WHEREAS**, COUNTY desires to employ the professional services of LOBBYISTS for state legislative lobbying services to advance the County's legislative priorities and issues including but not limited to land acquisition, water quality, Stewardship Act appropriations, other appropriations, wind and flood insurance, environmental, growth management/planning/building, marine resources, human services, affordable housing, jails, juvenile justice, finance and taxation, emergency management, public safety, tourism, telecommunications, Florida Retirement System, courts/clerks, mental health and substance abuse, sustainability, solid waste, local government preemption, unfunded mandates, revenue sharing, protection of County revenue, RESTORE Act-related issues and funding, and other issue areas and services as assigned by the County Administrator and agreed to by the LOBBYISTS; and

**WHEREAS**, LOBBYISTS have agreed to provide the professional services as PEEBLES, SMITH & MATTHEWS, AND GRAY ROBINSON for representation as described in this agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and LOBBYISTS agree as follows:

1. **TERM OF AGREEMENT.** This agreement shall be effective upon approval and the agreement shall continue for a period of 1 year, beginning October 1, 2017. The County

shall have the option to renew the agreement after the original terms, subject to performance by the LOBBYISTS and the availability of County funds.

2. **COMPENSATION.** The County, in consideration of the LOBBYISTS satisfactorily performing services, shall pay the LOBBYISTS a total of \$72,000 (Seventy-Two Thousand Dollars), plus any additional costs associated with travel as requested and approved by the County, on invoices submitted by LOBBYISTS to the County Administrator's office on a monthly basis. Invoices must provide sufficient detail and documentation to support work accomplished and any additional costs for which LOBBYISTS is seeking reimbursement, including but not limited to the exact dates of travel, mileage, costs, receipts and description of work completed under this Contract. Total Contract shall not exceed \$72,000 (Seventy- Two Thousand Dollars) plus the cost of approved travel expenses. This is the total sum to be paid to LOBBYISTS *as a whole and not individually*. Travel expenses may be paid if approved by the County Administrator as long as adequate documentation is provided by LOBBYISTS. Travel expenses are regulated by the Monroe County Code Sec. 2-106 *et. seq.*
  
3. **SCOPE OF SERVICES.**
  - 3.1 Provide a full range of professional lobbying services and advocacy before the Florida Legislature, the Governor, the Cabinet, and executive departments, agencies, offices, commissions, and other governmental units of the state of Florida with respect to all of COUNTY's legislative and regulatory interests; matters contained within COUNTY's state legislative program; assigned executive branch projects; and other issues or projects of the COUNTY as assigned by the Contract Administrator and Director of Legislative Affairs.
  - 3.2 Effectively communicate COUNTY's state legislative program and issues to members of Legislature, Governor and Cabinet, and executive departments, agencies, offices, commissions and other governmental units of the state of Florida.
  - 3.3 Upon request, arrange meetings for County Commissioners, County officials, and staff with members and officials of the Legislative and Executive Branch of state government and other entities as necessary, including members of the Legislature in leadership positions, key legislative committee members and staff, and executive branch leaders and key officials within the Governor's Office, Cabinet, and state agencies.
  - 3.4 Be available on a 24-hour basis during any Regular Session, extended session, or special session, committee week, and at other times as requested, to: assist in writing, interpreting, and monitoring legislation, agency rules and regulations; drafting legislation, amendments, proviso language, position papers, and testimony; obtaining documentation and research materials; and securing sponsors for bills, amendments, resolutions, proviso language and other legislation, as necessary to accomplish COUNTY's legislative and executive branch goals.
  - 3.5 Identify and discuss with COUNTY any areas of potential concern or opportunity for obtaining passage of COUNTY's legislative priorities, other issues in the state legislative program, and executive branch issues or projects assigned to the firm.
  - 3.6 Attend weekly team strategy meetings, legislative committee meetings, briefings, and hearings, during session and interim committee weeks, and report on all matters assigned;

and participate in meetings, conference calls, and provide verbal or written reports to COUNTY at other times, as directed by the Director of Legislative Affairs.

3.7 Consult with County Commissioners, County Administrator, Director of Legislative Affairs, County Attorney, and such other persons designated by the Contract Administrator regarding any legislative or executive matter which may impact the COUNTY, and take any necessary action, as determined by the County Administrator and Director of Legislative Affairs.

3.8 Prepare and submit written reports, as may be required by the Director of Legislative Affairs, regarding the status of assigned issues and projects, progress made to achieve such matters, an end-of-session report upon the conclusion of any regular or special session and a written report on each monthly invoice provided by the LOBBYISTS during the period covered by the invoice.

4. **REPRESENTATIONS AND WARRANTIES.** By executing this Agreement, LOBBYISTS makes the following express representations and warranties to the COUNTY:

4.1: The LOBBYISTS is professionally qualified to act as the LOBBYISTS for the Scope of services and is licensed to provide the designated services by all public entities having jurisdiction over the LOBBYISTS and the Scope of services;

4.2: The LOBBYISTS shall maintain all necessary licenses, permits or other authorizations necessary to act as LOBBYISTS until the LOBBYISTS'S duties hereunder have been fully satisfied;

4.3: The LOBBYISTS has become familiar Monroe County's legislative issues and priorities.

4.4: The LOBBYISTS shall prepare all documents, if required, by this Agreement in such a manner that they shall be accurate, coordinated and adequate for use in the subsequent implementation phases and shall be in conformity and comply with all applicable law, codes and regulations. All Documents shall be reviewed by the County Attorney, or his designee, prior to being approved by the BOCC. The LOBBYISTS warrants that the documents prepared as a part of this Agreement will be adequate and sufficient to accomplish the scope of services, therefore, eliminating any additional cost due to missing or incorrect information.

4.5: The LOBBYISTS assumes full responsibility to the extent allowed by law with regards to his performance and those directly under his employ.

4.6: The LOBBYISTS'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the scope of services.

4.7: LOBBYISTS are independent contractors under this Agreement. Services provided by LOBBYISTS, or SUB-LOBBYISTS(s), shall be subject to the supervision of LOBBYISTS. In providing the services, LOBBYISTS and its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the COUNTY, nor shall they accrue any of the rights or benefits of a COUNTY employee.

4.8: The LOBBYISTS shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the LOBBYISTS or its sub-LOBBYISTS, or both.

5. **COUNTY'S RESPONSIBILITIES.** COUNTY shall provide information in its possession upon request from LOBBYISTS as needed for the Project including

objectives, schedule, constraints and criteria. COUNTY shall designate a representative to act on the COUNTY'S behalf with respect to the Project. The COUNTY or its representative shall render decisions in a timely manner pertaining to documents submitted by the LOBBYISTS in order to avoid unreasonable delay in the orderly and sequential progress of the LOBBYISTS'S services. Prompt written notice shall be given by COUNTY through its representative to LOBBYISTS if COUNTY becomes aware of any fault or defect in the Project or non-conformance with the Agreement Documents. Any information that may be of assistance to the LOBBYISTS to which the COUNTY has immediate access will be provided as requested.

6. **WRITTEN NOTICE.** Any notices under this Agreement sent by the parties shall be deemed to have been duly served if delivered in person to the individuals and addresses listed below, or if delivered or sent by first class mail, certified, return receipt, or by courier with proof of delivery.

6.1: All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the LOBBYISTS. The correspondence shall be directed to:

Roman Gastesi, County Administrator,  
and Lisa Tennyson, Director of Legislative Affairs  
1100 Simonton Street  
Key West, Florida 33040

With a copy to:

Bob Shillinger, County Attorney  
1111 12<sup>th</sup> Street, Suite 408  
Key West, FL 33040

6.2: Notice to the LOBBYISTS shall be delivered to:

John Wayne Smith, Peebles, Smith & Matthews, Inc.  
301 South Bronough Street, Suite 500  
Tallahassee, Fl. 32301

And

Dean Cannon, Gray Robinson, PA  
301 South Bronough Street, Suite 600  
Tallahassee, Fl. 32301

7. **CONFLICT OF INTEREST.** LOBBYISTS agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. LOBBYISTS further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

7.1 No LOBBYISTS under contract with the county shall engage in any employment or contractual relationship with any entity, which employment or contractual relationship would or could be adverse to the COUNTY or which would or could interfere with the LOBBYISTS's work on behalf of the COUNTY. Such relationship includes, but is not limited to, representing a client whose interest is currently in opposition to the interest of the COUNTY; serving as a consulting or testifying as an expert witness in litigation against the county; representing persons or entities before any board or agency of the county; or any other contractual relationship of whatever kind or nature in which the consultant uses his professional expertise or provides professional services in such a manner that a different person or entity benefits at the expense of the COUNTY in a given transaction between other person or entity in the county.

A position in opposition to a County position may take the form of an adverse policy position or fiscal impact on the County, either direct or indirect. A position in opposition to a County position is not limited to a position that conflicts with an express provision of the legislative package adopted by the Board of County Commissioners. It may also arise in other areas. Not every County interest can be anticipated or enumerated in the County's legislative package, and issues arise and change over the course of the legislative process. It is incumbent on the LOBBYISTS to remain mindful of the County policy and fiscal interests and positions vis-à-vis other clients.

7.3 If actual or perceived conflict arises, the LOBBYISTS must advise the County Administrator immediately in writing, provide sufficient information concerning the conflict, and seek a waiver of the conflict. The County Administrator shall report the conflict to the Board of County Commissioners.

Once a conflict waiver request has been received by the County, the County Administrator, in consultation with the County Attorney may take any action regarding the waiver request, including by not limited to the following: 1) allow a waiver and allow the LOBBYISTS to continue to represent both the County and the other party; 2) disallow a waiver and require the LOBBYISTS to choose between representing the County or the other party, or to discontinue representing the other party; 3) allow a limited waiver and require the LOBBYISTS to continue to represent both the County and the other party under whatever limitations or restrictions the County Administrator, in consultation with the County Attorney, determines to be appropriate. Any such actions by the County Administrator shall only be effective until the Board of County Commissioners has considered the conflict action.

The Board of County Commissioners may take any action necessary, such as termination or waiver or partial waiver, to address the conflict of interest disclosed by the LOBBYISTS. **Waiver of any conflict of interest or termination of this Agreement is expressly reserved to the Board.**

8. **INSURANCE.** The LOBBYISTS shall obtain insurance within thirty (30) days of the effective date of this Agreement as specified and shall provide proof of insurance showing that County is an additional insured on all policies except professional policies and shall maintain the required insurance at all times that this Agreement is in effect. Professional Liability Insurance shall also be maintained as specified. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the LOBBYISTS'S failure to purchase or maintain the required insurance, the LOBBYISTS shall indemnify the COUNTY from any and all increased expenses resulting from such delay.

8.1: The coverage provided herein shall be provided by an insurer with an A.M. Best Rating of VI or better, that is licensed to business in the State of Florida and that has an agent for service of process within the State of Florida. The coverage shall contain an endorsement providing sixty (60) days notice to the COUNTY prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY.

8.2: LOBBYISTS shall obtain and maintain the following policies:

- A. Workers' Compensation insurance as required by the State of Florida.
- B. Employers Liability Insurance with limits of One Hundred Thousand Dollars (\$100,000) per Accident, Five Hundred Thousand Dollars (\$500,000) Disease, policy limits, One Hundred Thousand Dollars (\$100,000) Disease each employee.
- C. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with One Hundred Thousand Dollars (\$100,000) combined single limit. If split limits are provided, the minimum limits acceptable shall be: Fifty Thousand Dollars (\$50,000) per person, One Hundred Thousand Dollars (\$100,000) per occurrence, and Twenty Five Thousand Dollars (\$25,000) property damage.
- D. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the LOBBYISTS or any of its employees, agents or SUB-LOBBYIST, including Premises and/or Operations, Products and Completed operations, personal injury liability, and expanded definition of property damage. The minimum limits acceptable shall be: Three Hundred Thousand Dollars (\$300,000) Combined Single Limit (CSL). If split limits are provided, the minimum limits acceptable shall be: One Hundred Thousand Dollars (\$100,000) per person, Three Hundred Thousand Dollars (\$300,000) per occurrence, and Fifty Thousand Dollars (\$50,000) property damage. An occurrence Form Policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this Agreement. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.
- E. LOBBYISTS shall require its SUB-LOBBYIST to be adequately insured. COUNTY will not pay for increased limits of insurance for SUB-LOBBYIST.

- F. LOBBYISTS shall provide to the COUNTY certificates of insurance or a copy of all insurance policies including those naming the COUNTY as an additional insured. The COUNTY reserves the right to require a certified copy of such policies upon request.
- G. COUNTY shall be named as additional insured on all insurance policies, except the professional insurance policy.

9. **HOLD HARMLESS.** The LOBBYISTS covenant and agree to indemnify and hold harmless the Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by LOBBYISTS or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the LOBBYISTS or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the LOBBYISTS's failure to purchase or maintain the required insurance, the LOBBYISTS shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the LOBBYISTS is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

10. **SECTION HEADINGS.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.
11. **OWNERSHIP OF THE PROJECT DOCUMENTS.** The documents, if any, prepared by the LOBBYISTS for this Project belong to the COUNTY, and may not be reproduced and copied without acknowledgement and permission of the COUNTY.
12. **SUCCESSORS AND ASSIGNS.** The LOBBYISTS shall not assign its right hereunder, except its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the COUNTY. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.
13. **NO THIRD PARTY BENEFICIARIES.** Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

**14. CONTRACT DOCUMENTS.** This contract consists of the Agreement and its attachment. In the event of any conflict between any of the contract documents, the one imposing the greater burden on the LOBBYISTS will control.

**15. PUBLIC ENTITIES CRIMES.** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on contracts to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, LOBBYISTS or SUB-LOBBYISTS under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

By signing this Agreement, LOBBYISTS represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, LOBBYISTS further represents that there has been no determination, based on an audit, that it or any SUB-LOBBYISTS has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether LOBBYISTS has been placed on the convicted vendor list.

**LOBBYISTS will promptly notify the COUNTY if it or any SUB-LOBBYISTS is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.**

**16. MAINTENANCE OF RECORDS.** LOBBYISTS shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the COUNTY or County Clerk determines that monies paid to LOBBYISTS pursuant to this Agreement were spent for purposes not authorized by this Agreement, the LOBBYISTS shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the COUNTY.

- 17. GOVERNING LAW, VENUE, INTERPRETATION, MEDIATION, WAIVER OF JURY TRIAL.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, COUNTY and LOBBYISTS agree that venue shall lie in Monroe County, Florida, in the appropriate court or before the appropriate administrative body. The Parties waive their rights to a trial by jury. The COUNTY and LOBBYISTS agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of the parties, the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.
- 18. SEVERABILITY.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and LOBBYISTS agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- 19. ATTORNEY'S FEES AND COSTS.** The COUNTY and LOBBYISTS agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, and court costs, as an award against the non-prevailing party, and shall include attorney's fees, and courts costs, in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement, prior to or following initiation of any cause of action or administrative proceeding, shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.
- 20. BINDING EFFECT.** The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and LOBBYISTS and their respective legal representatives, successors, and assigns.
- 21. AUTHORITY.** Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

22. **CLAIMS FOR FEDERAL OR STATE AID.** LOBBYISTS and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.
23. **ADJUDICATION OF DISPUTES OR DISAGREEMENTS.** COUNTY and LOBBYISTS agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 15 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.
- 24.1 COUNTY and LOBBYISTS specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.
24. **COOPERATION.** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and LOBBYISTS agree to participate in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement.
25. **NONDISCRIMINATION.** LOBBYISTS and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. LOBBYISTS and COUNTY agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 13, Article VI, which prohibits discrimination on the basis of race, color,

sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

**26. CODE OF ETHICS.** COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

**27. NO SOLICITATION/PAYMENT.** The LOBBYISTS and COUNTY warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the LOBBYISTS agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**28. PUBLIC ACCESS.** The LOBBYISTS and COUNTY shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOBBYISTS and COUNTY in connection with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by LOBBYISTS.

Public Records Compliance. Contractor must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the Contractor. Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the Contractor is required to:

- (1) Keep and maintain public records that would be required by the County to perform the service.
- (2) Upon receipt from the County's custodian of records, provide the County 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 County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records that would be required by the County to perform the service. If the Contractor transfers all public records to the County 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 County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.
- (5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the Contractor does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

The Contractor shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

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, BRIAN BRADLEY AT PHONE# 305-292-3470 BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE 1111 12TH Street, SUITE 408, KEY WEST, FL 33040.

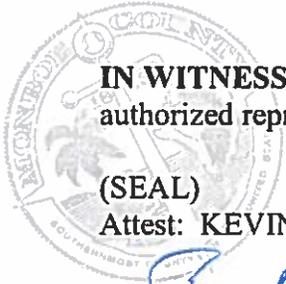
29. **NON-WAIVER OF IMMUNITY.** Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the LOBBYISTS and the COUNTY in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.
30. **PRIVILEGES AND IMMUNITIES.** All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.
31. **LEGAL OBLIGATIONS AND RESPONSIBILITIES.** Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.
32. **NON-RELIANCE BY NON-PARTIES.** No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the LOBBYISTS and the COUNTY agree that neither the LOBBYISTS nor the COUNTY or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.
33. **EXECUTION OF COUNTY FORMS.** LOBBYISTS agrees to execute such documents as COUNTY may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.
34. **NO PERSONAL LIABILITY.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

35. **ASSIGNMENT/SUBCONTRACT.** LOBBYISTS shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County, which approval shall be subject to such conditions and provisions as the Board may deem necessary.

36. **INDEPENDENT CONTRACTOR.** At all times and for all purposes under this agreement the LOBBYISTS are independent contractors and not employees of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the LOBBYISTS or any of their employees, contractors, servants, or agents to be employees of the Board of County Commissioners of Monroe County.

37. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.



(SEAL)

Attest: KEVIN MADOK, Clerk

By: *Kevin Madok*  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF  
MONROE COUNTY, FLORIDA

By: *[Signature]*  
Mayor/Chairman

Date: November 14, 2017

PEEBLES, SMITH & MATTHEWS, Inc.

BY: *[Signature]*  
Authorized Signature

Print Name: John W. Smith

Title: Principal

Date: 11/8/17

By: \_\_\_\_\_  
Authorized Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

MONROE COUNTY ATTORNEY  
APPROVAL TO FORM:  
*[Signature]*  
SICA... ER, JR.  
COUNTY ATTORNEY

GRAY ROBINSON, P.A.

BY: \_\_\_\_\_  
Authorized Signature

Print Name: \_\_\_\_\_

By: *[Signature]*  
Authorized Signature

Print Name: Dean Cannon

Title: \_\_\_\_\_

Title: Executive Vice President

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

Date: 11/8/17

**END OF AGREEMENT**