

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Contracts and Purchasing

DEPARTMENT: Fiscal Services **DIVISION:** Purchasing and Contracts Division

AUTHORIZED BY: Lisa H. Spriggs *LS* **CONTACT:** Ray Hooper *RH* **EXT.** 7111

Agenda Date <u>10/12/04</u>	Regular <input checked="" type="checkbox"/>	Consent <input type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

1. Select the most qualified firm to provide State Legislative and Government Liaison Services for Seminole County Government.

BACKGROUND:

On July 26, 1994, the Board of County Commissioners (BCC) directed staff to present Professional Services that fall into the following categories unranked to the BCC: (a) major space initiatives; (b) audit services; (c) bond counsel; (d) financial advisor; and (e) other major projects designated by the BCC.

The Board's function is to rank the firms using the data provided, and authorize staff negotiations with the selected firm; or (b) if they are unable to decide based on data provided, conduct its own interviews with the short listed firms, rank them

Reviewed by: Co Atty: <i>AM</i> DFS: _____ Other: _____ DCM: _____ CM: <i>LS</i> File No. <u>RFSP01</u>
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and authorize staff negotiations. As State Legislative Liaison Services is one of the professional services identified by the Board that they chose to rank, the following information is provided.

DETAILS

Seminole County is seeking an experienced and well-qualified consultant to perform various legislative and liaison services in accordance with the scope of services described herein.

This project was publicly advertised and the County received two (2) submittals (listed in alphabetical order):

- Brantley & Associates, Inc., Tallahassee; and
- Young Van Assenderp, P.A., Tallahassee

The qualification committee, which consisted of Sally Sherman, Deputy County Manager and Stephen Lee, Deputy County Attorney, evaluated the submittals and has determined both firms to be qualified candidates for this project.

Brantley & Associates and Young Van Assenderp both proposed an initial annual fee of \$60,000 (billable at \$5,000 per month).

EVALUATION CONSIDERATIONS

The following considerations will be utilized in the evaluation of the proposals:

EXPERIENCE/QUALIFICATIONS

- Adequate professional/technical competence and qualifications of the firm and/or individuals; experience in similar work
- Past and current experience with governmental entities
- Relevant confirmation of references; Reputation of the Proposer
- Credentials of the Proposer as presented by resumes, education and training
- Workload/availability of staffing; the ability and capacity to perform services in a timely manner
- Location of the Proposer, Accessibility
- Success of the Proposer in the legislative and regulatory processes

PROPOSER'S APPROACH

Approach and understanding of the scope of services and the County's needs

FEE SCHEDULE

The annual fee and charges by the Proposer to the County for services provided under this Proposal (the Proposer is to present a proposal price for the initial year of service while subsequent years will be negotiated as to price). If the Proposer requires a governmental development budget for ad hoc expenses, that request, and the annual budget, shall be noted.

BOARD ACTION REQUESTED

Staff requests that the Board rank and select a State Legislative and Government Liaison Service for Seminole County.

B.C.C. - SEMINOLE COUNTY, FL

RFP TABULATION SHEET

ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANT'S LISTED HEREIN ARE THE ONLY RFP'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RFP NUMBER: RFP-4225-04/DRS

RFP TITLE: State Legislative and Governmental Liaison Services for Seminole County Government

DUE DATE: September 15, 2004 at 2:00 PM.

PAGE: 1 of 1

	Response 1	Response 2
Firm	Brantley & Associates, Inc. 6659 Proctor Road Tallahassee, Florida 32309 Mr. Bobby Brantley, President (850) 521-0600 Phone (850) 521-0604 Fax	Young Van Assenderp, P.A. 225 S. Adams Street, Suite 200 Tallahassee, Florida 32301 Mr. Roy C. Young, President (850) 222-7206 Phone (850) 561-6834 Fax
Required Submittals	Yes	Yes

OPENED and TABULATED BY: David Santiago, Contracts Analyst

RECOMMENDATION OF AWARD:

DRAFT

**STATE LEGISLATIVE AND GOVERNMENTAL LIAISON SERVICES AGREEMENT
(RFP-4225-04/DRS)**

THIS AGREEMENT is made and entered into this _____ day of _____, 2004, by and between _____, duly authorized to conduct business in the State of Florida, whose address is _____, hereinafter referred to as the "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified consultant to perform legislative services and liaison activities with the Florida Legislature and agencies of Florida State Government including by way of example, financial matters, growth management, planning, and other substantial legislative, governmental and regulatory subject matters in Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent and qualified to furnish consulting services to the COUNTY and desires to provide its professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSULTANT agree as follows:

SECTION 1. SERVICES. The COUNTY does hereby retain the CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

SECTION 2. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by the CONSULTANT under this Agreement shall be in the form of written Notice to Proceed issued and executed by the COUNTY's representative as designated in Section 17.

SECTION 3. TERM. This Agreement shall take effect on the date of its execution by the parties and shall run for a period of one (1) year and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Absent notice by the COUNTY at least sixty (60) days prior to the end of a term, this Agreement shall be deemed to be automatically renewed.

SECTION 4. COMPENSATION AND PAYMENT/REIMBURSEMENT.

(a) The COUNTY agrees to compensate the CONSULTANT for the professional services called for under this Agreement a fee of _____ DOLLARS (\$_____) for the initial year of service and any subsequent years unless a different fee amount is negotiated and memorialized in an amended agreement. The CONSULTANT shall perform all work required by the Scope of Services but, in no event, shall CONSULTANT be paid more than the negotiated yearly fee amount stated above and said reimbursables as set forth herein.

(b) Payments shall be made to the CONSULTANT in twelve (12) equal payments of one-twelfth (1/12) of the total set forth in Subsection 4(a) plus reimbursable expenses. Payments shall be made on the sixteenth (16th) day of each month commencing _____.

(c) Reimbursable expenses include only actual expenditures made by the CONSULTANT in the interest of the COUNTY not to exceed the sum of _____ DOLLARS (\$_____) per year for the following expenses:

(1) Expenses of transportation and communications when traveling for the COUNTY, based on Subsections 112.061(7) and (8), Florida Statutes, or their successor.

(2) Expense of reproductions, postage and handling.

(3) If authorized in writing in advance by the COUNTY, the cost of other expenditures made by the CONSULTANT in the interest of the COUNTY.

(d) Requests for reimbursable expenses shall be submitted in the same manner as requests for payment pursuant to Section 5.

SECTION 5. BILLING AND PAYMENT.

(a) The CONSULTANT shall render to the COUNTY, at the close of each calendar month, an itemized invoice, properly dated including, but not limited to, the following information:

(1) The name and address of the CONSULTANT;

(2) Contract Number; and

(3) Such other information as may be required by this Agreement or requested by the COUNTY from time to time.

(b) The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772-8080

A duplicate copy of the invoice shall be sent to:

Deputy County Attorney
County Services Building
1101 East First Street
Sanford, Florida 32771

(c) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONSULTANT.

SECTION 6. AUDIT OF RECORDS.

(a) The COUNTY may perform or have performed an audit of the records of the CONSULTANT after final payment to support final payment hereunder. This audit shall be performed at a time mutually agreeable to the CONSULTANT and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the CONSULTANT may be determined subsequent to an audit as provided for in subsection (b) and of this Section, and the total compensation so determined shall be used to adjust payments to the CONSULTANT if necessary.

(b) The CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section reveals any overpayment by the COUNTY under the terms of the Agreement, the CONSULTANT shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 7. RESPONSIBILITY OF CONSULTANT.

(a) The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by CONSULTANT under this Agreement.

(b) Neither the COUNTY's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate

as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONSULTANT's performance of any of the services furnished under this Agreement.

SECTION 8. OWNERSHIP OF DOCUMENTS. All deliverable documents and reports that result from the CONSULTANT's services under this Agreement shall become the property of the COUNTY after final payment for the specific service provided is made to CONSULTANT.

SECTION 9. TERMINATION.

(a) The COUNTY may, by written notice to the CONSULTANT, terminate this Agreement, in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the CONSULTANT to fulfill CONSULTANT's Agreement obligations. Upon receipt of such notice, the CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONSULTANT shall be paid compensation for services performed to the date of termination.

(c) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONSULTANT had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(d) The rights and remedies of the COUNTY provided in this Agreement are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT. The CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, sexual harassment, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 11. NO CONTINGENT FEES. The CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that the CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona-fide employee working solely for the CONSULTANT, 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 this provision, the COUNTY shall have the right to terminate the Agreement at its discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

SECTION 12. ASSIGNMENT. This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the CONSULTANT hereto without prior written consent of

the COUNTY and only by a document of equal dignity herewith; provided, however, that the CONSULTANT agrees to negotiate with the COUNTY in good faith as to fee amount and Scope of Services if an agency or entity of significance to the COUNTY desires to utilize the services of the CONSULTANT under this Agreement.

SECTION 13. SUBCONTRACTORS. In the event the CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, the CONSULTANT must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, the CONSULTANT shall remain fully responsible for the services and acts and omissions of subcontractors or other professional associates.

SECTION 14. INDEMNIFICATION OF COUNTY. The CONSULTANT hereby indemnifies and holds harmless the COUNTY, its officers, agents, and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of, allegedly arising out of, or related to the performance of services under this Agreement by the CONSULTANT, its officers, agents, employees or subcontractors.

SECTION 15. INSURANCE.

(a) General. The CONSULTANT shall at the CONSULTANT's own cost, procure the insurance required under this Section.

(1) The CONSULTANT shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto Liability). The COUNTY, its officials, officers, and employees shall be named additional insured

under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONSULTANT, the CONSULTANT shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONSULTANT shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONSULTANT shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by CONSULTANT shall relieve the CONSULTANT of the CONSULTANT's full responsibility for performance of any obligation including CONSULTANT 's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONSULTANT shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the CONSULTANT, CONSULTANT shall, at the CONSULTANT's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONSULTANT and shall be maintained in force until the Agreement

completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance shall cover the CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONSULTANT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONSULTANT's insurance shall cover the CONSULTANT for those sources of liability which would be covered by the

latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Professional Liability Insurance. The CONSULTANT shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(4) Business Auto Policy.

(A) The CONTRACTOR'S insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the

work under this Agreement. The separate aggregate limits to be maintained by the CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000.00

(d) Coverage. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONSULTANT.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the CONSULTANT, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 16. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to

exhaust the COUNTY's ADR procedures prior to filing suit or otherwise pursuing legal remedies. The COUNTY's ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement and ADR procedures therefor are set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) The CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY's ADR procedures set forth in Subsection (a) above of which the CONSULTANT had knowledge and failed to present during the COUNTY's ADR procedures.

(c) In the event that the COUNTY's ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 17. REPRESENTATIVE OF THE COUNTY AND THE CONSULTANT.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement will arise. The COUNTY hereby designates the Deputy County Attorney as the COUNTY employee to whom all communications pertaining to the day to day conduct of the Agreement shall be addressed. The Deputy County Attorney, after consultation with the County Attorney and the County Manager, shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this

Agreement. Additionally, during the final two (2) weeks of a Regular Legislative Session and during any Special Session of the Legislature, the Chairman of the Board of County Commissioners, the County Manager or his or her designee, and the County Attorney or his or her designee shall provide direction and instruction to the CONSULTANT relative to any decisions or policy determinations pertaining to legislative activity.

(b) The CONSULTANT shall at all times designate or appoint one or more representatives of the CONSULTANT who are authorized to act on behalf of the CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continually advised of such designation.

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 19. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 20. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the CONSULTANT including its officers,

employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 21. EMPLOYEE STATUS. Persons employed by the CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

SECTION 22. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the COUNTY.

SECTION 23. PUBLIC RECORDS LAW. The CONSULTANT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. The CONSULTANT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 24. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR SEMINOLE COUNTY:

Deputy County Attorney
County Services Building
1101 East First Street
Sanford, Florida 32771

FOR CONSULTANT:

SECTION 25. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONSULTANT.

SECTION 27. CONFLICT OF INTEREST. The CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government, the COUNTY's Code of Conduct or any provision of law relating to lobbying agencies of government.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

_____, Secretary

By: _____, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By: _____
DARYL G. MCLAIN, Chairman

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
8/26/04
rfp-4225

Attachment:
Exhibit "A" - Scope of services

SCOPE OF SERVICES



- The Consultant shall cooperate with and advise the County and its staff on an ongoing basis to identify State issues and State revenue sources which would benefit the residents of Seminole County including, but not limited to, the availability of State funding in grant programs or otherwise.
- The Consultant shall provide analysis and make recommendations in areas such as finance and taxation, the appropriations process, State regulation, growth management, planning, and any and all other legislative subject matters as directed or may come to the attention of the Consultant.
- The Consultant shall review and report, to the County's designated representative, on all pertinent, pending State issues such as finance and taxation regulatory matters, planning, infrastructure, and other legislation, appropriations and governmental and regulatory matters affecting Seminole County, directly or indirectly.
- The Consultant shall assist County staff in preparing State rules and legislation or appropriate amendments to State rules legislation. The Consultant shall assist in the implementation of the County's legislative program and in reviewing the form and content of any special legislation prepared by the County. The Consultant shall attempt to procure sponsors for the County's legislative program and work diligently to attain the passage of the County's proposals.
- The Consultant shall provide information concerning the status of the individual bills and rules affecting the County and render advice and opinions as to strategy.
- The Consultant shall inform the County's designated representative of the necessity or desirability for participation by the County Chairman, the County Commissioners and County staff in the legislative or rulemaking processes to secure the implementation of the County's programs.
- The Consultant shall attend meetings with the Board of County Commissioners and County staff as needed and requested by the County.
- The Consultant shall provide County staff with routine status reports by telephone and, when requested or desirable, in writing.
- The Consultant shall prepare and present oral reports to the Board of County Commissioners or to County staff, as needed or requested, and deliver a final report on regular legislative sessions and any special sessions, as requested, including detailed information on legislation which has an impact on the County. The Consultant shall provide to the County on a continuing basis an analysis and a presentation of any pending legislation and appropriations affecting the County, directly or indirectly.
- The Consultant shall advocate the positions of the County before State agencies and the Florida Legislature.