

Recommended by: _____
Department Director Date 11/5/15

Approved by: _____
Assistant County Administrator Date 11/5/15

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures					
Operating Costs	175,000				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	*175,000				
No. ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included In Current Budget? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>					
Budget Account No.: Fund various Department Unit					
Object Reporting Category					

B. Recommended Sources of Funds/Summary of Fiscal Impact:

* Library	1180-320-3200-3401	\$25,000.00
Airports	4100-120-1110-3101	\$35,000.00
Legislative Affairs	0001-645-6450-3101	\$27,500.00
Water Utilities	4001-720-1110-3101	\$67,500.00
Fire Rescue	1300-440-4209-3101	\$40,000.00

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:
* Only \$175K of contracts have been awarded, but allocation represents \$195K.
Seeking additional SBE contract to be awarded at a later date.

1/5 1/5 1/5 1/5 1/5
OFMB

11/12/15
Contract Dev. and Control

B. Legal Sufficiency:

11/12/15
Assistant County Attorney

C. Other Department Review:

Department Director

**CONTRACT FOR
STATE LOBBYIST SERVICES
(Contract No. 15-008/SC-3)**

This Contract No. 15-008/SC-3 is made as of this _____ day of _____, 2015, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Ericks Consultants, Inc., 205 South Adams Street, Tallahassee, FL 32301, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT's responsibility under this Contract is to provide state lobbyist services to the Legislative Affairs Department in accordance with Exhibit A, Scope of Work/Services, and Exhibit B, CONSULTANT's proposal dated November 18, 2014, and Exhibit C, Non-Discrimination Policy, all of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Todd Bonlarron, Director, Legislative Affairs Department, telephone number (561) 355-3451 or designee.

The CONSULTANT's representative/liaison during the performance of this Contract shall be David Ericks, President, telephone number (850) 224-0880.

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibit A, Scope of Work/Services; (2) the provisions of RFP No. 15-008/SC-3 and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit B, CONSULTANT's proposal dated November 6, 2014, and Exhibit C, Non-Discrimination Policy; and (4) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 - SCHEDULE

The CONSULTANT shall commence services on January 13, 2015, and complete all services by January 12, 2016, with four (4) one (1) year options for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

ARTICLE 4 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, shall not exceed a total contract amount of Thirty-Five Thousand Dollars and no cents (\$35,000.00).

The CONSULTANT will bill the COUNTY on a monthly basis for equal monthly payments of Two Thousand Nine Hundred Sixteen Dollars and Sixty-Seven Cents (\$2,916.67) for eleven (11) months and Two Thousand Nine Hundred Sixteen Dollars and Sixty-Three Cents (\$2,916.63) for the twelfth (12th) month for the annual amount set forth in Exhibit B for services rendered toward the completion of the Scope of Work/Services. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT's final/last billing to the COUNTY. This shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONSULTANT.

ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 6 within three (3) years following final payment.

ARTICLE 7 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
4. Continue and complete all parts of the work which have not been terminated.

ARTICLE 8 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT's key personnel, as may be listed in Exhibit B, attached hereto and incorporated herein, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

ARTICLE 9 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT, CONSULTANT's employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The CONSULTANT is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R-2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT: 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 10 - SMALL BUSINESS ENTERPRISES SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project, the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

- A. The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.
- B. The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.
- C. The CONSULTANT incorporates Schedule 1 List of proposed SBE-M/WBE Prime/Subcontractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, percentage and/or dollar value of the SBE-M/WBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE-M/WBE sub-consultants on Schedule 1 agreeing to perform the contract at the listed percentage and/or dollar value.

The CONSULTANT understands that each SBE firm utilized on this contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

- D. The CONSULTANT understands that it is the responsibility of the department letting the contract and the Office of Small Business Assistance (OSBA) to monitor compliance with the SBE Ordinance requirements. In that regard, the CONSULTANT agrees to furnish progress payment reports to both parties on the progress of the SBE-M/WBE participation on each pay application submitted.
- E. The CONSULTANT further agrees to provide OSBA with a copy of their contract with the SBE sub-consultant or any other related documentation upon request.
- F. After contract award, the successful CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the proposed SBE percentages submitted with the proposal. Requests for

substitutions must be submitted to the department issuing the Request for Proposal and the OSBA.

- G. The CONSULTANT understands that it is prohibited from making any agreements with an SBE in which the SBE promises not to provide sub consultant quotations to other proposers or potential proposers.
- H. The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 11 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 12 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

ARTICLE 13 - INSURANCE REQUIREMENTS

It shall be the responsibility of the CONSULTANT to provide initial evidence of the following minimum amounts of insurance coverage to:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

Subsequently, the CONSULTANT shall, during the term of the Contract, and prior to each renewal thereof, provide such evidence to ITS at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

The CONSULTANT shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of the Contract. The requirements contained

herein, as well as COUNTY's review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract. CONSULTANT agrees to notify the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. Further, CONSULTANT shall agree that all insurance coverage required herein shall be provided by CONSULTANT to COUNTY on a primary basis.

- A. **Commercial General Liability:** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Business Auto Liability:** CONSULTANT shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONSULTANT owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the CONSULTANT indicating either the CONSULTANT does not own any vehicles, and if vehicles are acquired throughout the term of the contract, CONSULTANT agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- C. **Workers' Compensation Insurance & Employer's Liability:** CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- D. **Professional Liability:** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims -

made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

- E. **Additional Insured Clause:** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County as an Additional Insured.
- F. **Waiver of Subrogation:** CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- G. **Certificates of Insurance:** Within forty-eight (48) hours of the COUNTY's request to do so, the CONSULTANT shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. During the term of the Contract and prior to each subsequent renewal thereof, the CONSULTANT shall provide this evidence to ITS at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage.
- H. **Umbrella or Excess Liability:** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance,

including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 14 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 16 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

ARTICLE 17 - CONFLICT OF INTEREST

The CONSULTANT 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 or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. The CONSULTANT

further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 18 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONSULTANT's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 19 - ARREARS

The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 22 - CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract 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 the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23 - PUBLIC RECORDS, ACCESS AND AUDITS

The CONSULTANT shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such

records as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

Notwithstanding anything herein to the contrary, as provided under Section 119.0701, F.S., where the CONSULTANT: **(i) provides a service and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S.**, the CONSULTANT is required to:

- 1) maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service;
- 2) provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided by Florida 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; and
- 4) meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure of the CONSULTANT to comply with these requirements shall be a material breach of this Contract.

ARTICLE 24 - NON-DISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

Prior to execution of a contract with the COUNTY, the CONSULTANT shall submit a copy of its non-discrimination policy, which shall be consistent with the non-discrimination requirements as set forth above per Resolution R-2014-1421, as may be amended. In the event that the CONSULTANT does NOT have a written non-discrimination policy, the CONSULTANT shall sign and submit to the COUNTY a statement affirming that its non-discrimination policy conforms to the commitments set forth herein.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at

all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

ARTICLE 29 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 30 - NOTICE

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kathleen M. Scarlett, Director
Purchasing, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

With a copy to:

Todd J. Bonlarron, Director
Palm Beach County - Legislative Affairs Department
301 North Olive Avenue, Suite 1101
West Palm Beach, FL 33405

If sent to the CONSULTANT, notices shall be addressed to:

David Ericks, President
Ericks Consultants, Inc.
205 South Adams Street
Tallahassee, FL 32301

ARTICLE 31 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 29 - Modifications of Work.

ARTICLE 32 - REGULATIONS; LICENSING REQUIREMENTS:

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and

collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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IN WITNESS WHEREOF, the Mayor of the Board County Commissioners of Palm Beach County, Florida, on behalf of the COUNTY, and the CONSULTANT have executed this Contract on the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

WITNESSES:

CONSULTANT:

Signature

ERICKS CONSULTANTS, INC.
Company Name

Name (type or print)

BY: _____
Signature

Signature

David Ericks
Typed Name

Name (type or print)

President
Title

(corp. seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS:

By: _____
Department Director

EXHIBIT A
SCOPE OF WORK/SERVICES
Contract No. 15-008/SC-3

1. PURPOSE

CONSULTANT shall represent Palm Beach County (COUNTY), work collaboratively with the County Commission, County Administrator and key staff members to represent the interests of the COUNTY and assist the Legislative Affairs Department (LAD) in interests before the Florida Legislature, its committees and members, and the Executive branch of the state government including the Governor, Cabinet and state agencies. The CONSULTANT shall assist LAD in monitoring legislative, executive and regulatory activity at the state government level.

2. HISTORY AND BACKGROUND

According to the 2010 Census, Palm Beach County has a base population of 1,320,134, making it the third largest county in Florida behind Miami-Dade (2.49 million) and Broward (1.74 million). About 55 percent of Palm Beach County residents live in one of 38 municipalities, the remaining 587,844 living in unincorporated areas.

Not counting Lake Okeechobee (which covers 488,000 acres), Palm Beach County covers 1,971 square miles of land and is larger than two states: Rhode Island and Delaware. The County stretches along 45 miles of the Atlantic Ocean with urban areas to the east and more rural/agricultural areas to the west.

The three major multibillion-dollar industries in Palm Beach County are tourism, construction and agriculture. There are also many high-tech industries such as bioscience that contribute to the growing economy.

For nearly 20 years, the County has contracted with firms for professional lobbying services in order to successfully negotiate legislation and appropriation requests that benefit the diverse needs of the County. Given the large population and land mass of the County combined with the size of our neighbors to the South – Broward and Miami-Dade, the County's professional lobbying needs are demanding. Currently, the COUNTY has five state professional lobbying firms representing it with each firm being paid an annual contract amount of \$35,000.

The COUNTY currently monitors the following State of Florida issues:

A. ECONOMIC DEVELOPMENT LEGISLATIVE PRIORITIES

1. Glades Regional Initiatives
2. Expansion of Gaming at Pari-Mutuel Facilities
3. Film and Television Incentive Program
4. Scripps and Biomedical Research Funding

B. BUDGET & TAXATION POLICY LEGISLATIVE PRIORITIES

1. Unfunded Mandates/Medicaid Cost Shifts
2. Article V
3. Internet Sales Tax

C. ENVIRONMENTAL/NATURAL RESOURCES LEGISLATIVE PRIORITIES

1. Lake Region Water Infrastructure Improvement Projects
2. Lake Worth Lagoon Initiative
3. Beach and Inlet Management Project Appropriations:
4. Freshwater Lake Restoration
5. Estuarine Restoration
6. Renewable Energy/ South Florida Climate Change Compact

SUPPORT ISSUES

1. Loxahatchee River Preservation Initiative
2. Everglades Restoration and Florida Forever
3. S-155 Control Structure Reconfiguration
4. Department of Environmental Protection – Beach Funding & Permitting
5. Water Resource Development Funding
6. Regulatory Flexibility/Affordability
7. Alternative Water Supply Funding
8. Assault on Utility Workers
9. Sustainable Water Use Permit and Incentives
10. Reclaimed Water Use for Agricultural Purposes
11. Maintain Funding for the State Petroleum Cleanup Program
12. Maintain Funding for the Petroleum Storage Tank Compliance Local Programs
13. Florida Recreation Development Assistance Program

D. TRANSPORTATION & INFRASTRUCTURE LEGISLATIVE PRIORITIES

1. Flood Prevention
2. Growth Management and Infrastructure
3. Rail Service on the FEC Corridor
4. DMV Facility Service/Mounts Botanical Gardens

E. PUBLIC SAFETY LEGISLATIVE PRIORITIES

1. Regional Juvenile Detention Center & Juvenile Assessment Center Replacement
2. Adjustment to the State/County Shared Detention Center Cost Split
3. Sober Homes
4. Pre-Trial Release
5. Reentry for Non-Violent Offenders
6. Regain Local Ability For Limited Gun Regulation
7. Mental Health Funding Pilot Program
8. Fireworks
9. Emergency Medical Drug Shortage
10. Domestic Violence
11. Lifeguard Certification and Training
12. Animal Care And Control Legislation

13. Waiver of Public Record Fees for Criminal Justice Commissions
14. Marchman Act Revisions

SUPPORT ISSUES

1. Emergency Preparedness Issues
2. Juvenile Justice – Florida Statute 985 Rewrite
3. Funding for Enhanced Lighting in High Crime Areas
4. Florida SERT (State Emergency Response Team)

F. HEALTH & HUMAN SERVICES AND HEALTHCARE LEGISLATIVE PRIORITIES

1. Transportation Disadvantaged Programs
2. Homelessness
3. Affordable Housing
4. Public Records Exemption for Homeless Point in Time Count Identifying Data
5. Child Welfare

SUPPORT ISSUES

1. Retinoblastoma
2. Sickle Cell Anemia Screening

G. CONSUMER SERVICES LEGISLATIVE PRIORITIES

1. Towing Bill

H. LOCAL GOVERNMENT/ADMINISTRATIVE LEGISLATIVE PRIORITIES

1. Value Adjustment Board
2. Henry Flagler Bill

I. EDUCATION LEGISLATIVE PRIORITIES

1. State Library Funding
2. Florida Atlantic University Funding
3. Cultural Facilities Funding
4. Signage at Public Schools –Local Bill
5. Elimination of School Readiness Wait List/Expand Early Learning Coalition Subsidized Childcare

J. AGRICULTURE

1. Farm to School Programs
2. Gleaning

3. CONSULTANT'S RESPONSIBILITIES

- A. The CONSULTANT shall, at a minimum, possess the following qualifications: 1) a strong working knowledge of state legislative, administrative and regulatory processes; 2) a clear understanding of large urban areas as well as large agricultural areas, including specific knowledge of Palm Beach County; 3) a history of successful state lobbying experience; and 4) a clear strategy for representing the COUNTY.

- B. The CONSULTANT shall work closely with the Palm Beach County Board of County Commissioners (BOARD), County Administration and key staff members to accomplish the COUNTY's state legislative agenda.
- C. The CONSULTANT must have positive, established, on-going relationships with key policymakers, decision makers and elected officials within the Palm Beach County Legislative Delegation, as well as key members of the Legislative branch, Governor's office, Cabinet and state agencies.
- D. The CONSULTANT shall effectively present and represent the COUNTY's State Legislative Agenda to Representatives, Senators and Members of the Executive branch (including the Governor, Cabinet and state agencies) in a direct lobbying effort on behalf of the COUNTY.
- E. The CONSULTANT shall assist with identifying and prioritizing agenda items and aggressively acting to obtain appropriations for various projects within the COUNTY as well as focusing on legislative issues that may impact the powers of local government.
- F. The CONSULTANT shall have the responsibility of providing the COUNTY with weekly written status reports during Committee weeks and the annual Legislative Session, regular written status reports during other times of the year as directed by LAD, and shall provide presentations before the BOARD and senior staff at the conclusion of the annual Legislative Session and as otherwise requested

4. SERVICES

CONSULTANT shall provide services to include, but are not limited to the following:

- A. Represent the COUNTY and the BOARD before the Florida Governor, Florida Legislature, Cabinet and state agencies.
- B. Secure funding for programs and projects which have been identified by the COUNTY as priorities, including proactive identification of new funding opportunities.
- C. Work closely with COUNTY Administration, the Director of Legislative Affairs and COUNTY staff in researching current issues and providing background information.
- D. Coordinate with COUNTY's State Delegation in gaining support for the COUNTY's legislative agenda; assist in drafting appropriate correspondence, scheduling briefings and meetings and identifying key state contacts.
- E. Provide technical assistance and guidance to the Director of Legislative Affairs in correspondence and reports.

- F. Identify key state contacts relating to specific COUNTY issues; propose and implement lobbying strategies to help support the COUNTY's state legislative agenda.
- G. Provide activity reports and periodic updates as directed by LAD on pending legislation. For e.g., provide weekly written status reports during committee weeks and the annual Legislative Session and regular written status reports during other times of the year.
- H. Identify special interest groups which may be working for or against the COUNTY's best interests, and agencies or local governments which may be competing for specific grants or appropriations, and help align support for the COUNTY's position.
- I. Develop a schedule for research reports and other activities in order to meet state guidelines, standards and deadlines.
- J. The CONSULTANT shall be available for weekly conference meetings during session and committee weeks and periodic calls outside of session, meetings with COUNTY staff in Tallahassee as needed, and an annual presentation to the BOARD to take place in Palm Beach County, Florida.

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EXHIBIT B
CONSULTANT'S PROPOSAL DATED November 18, 2014
Contract No. 15-008/SC-3
(64 Pages)

EXHIBIT C
NON-DISCRIMINATION POLICY
Contract No. 15-008/SC

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All proposers doing business with Palm Beach County, Florida are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event a proposer does not have a written non-discrimination policy, such proposer shall be required to sign a statement affirming its non-discrimination policy is consistent with Palm Beach County's policy.

Check one:

- () Proposer hereby acknowledges that it **does not** have a written non-discrimination policy and **affirms by signing below** that its non-written non-discrimination policy is in conformance with Palm Beach County's Resolution R-2014-1421, as may be amended.

PROPOSER:

Company Name

Signature

Name (type or print)

Title

OR

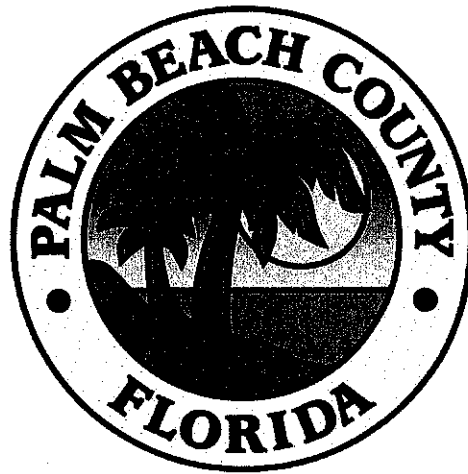
- () Proposer hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

NOTE:

Proposer's failure to either: (i) have a written or non-written non-discrimination policy in conformance with Palm Beach County's policy set forth above; **or** (ii) provide Palm Beach County, with the information set forth above, will render proposer non-responsive.

Proposer shall notify Palm Beach County in the event it no longer maintains a written or non-written non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

Ericks Consultants, Inc.



State Lobbyist Services Proposal

RFP No. 15-008/SC

Due: Tuesday, November 18 by 4pm



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LETTER OF TRANSMITTAL



333 N New River Drive East, Ste 2000, Fort Lauderdale, FL 33301
205 S Adams St, Tallahassee, FL 32301

November 18, 2014

Sharon Cushnie
Senior Buyer
Palm Beach County Board of County Commissioners Purchasing Department
50 South Military Trail, Suite 110 West Palm Beach, Florida 33415

RE: RFP No. 15-008/SC

Ms. Cushnie,

It is with great pleasure that Ericks Consultants, Inc. (ECI) submits the following proposal to provide State Lobbyist Services to Palm Beach County in response to RFP No. 15-008/SC.

For over twenty years, Ericks Consultants has built a solid reputation in providing effective and affordable State representation to local governments based in South Florida. ECI's client satisfaction is evident in the number of years our clients have been with us. Through experience, dedication, knowledge of the political process and strong relationships, we offer the benefits of a full-service governmental consulting firm representing both corporate and public entity clients.

As a firm that has been working on Palm Beach County issues for over a decade, we are well qualified and will be committed to providing Palm Beach County with exceptional service and valuable access. This proposal will demonstrate our team's qualifications, our project approach, our key personnel, our office locations and our proposed cost to the County for our services. We want to thank Palm Beach County for the opportunity to submit this proposal to continue to represent your interests and be part of a team that will allow the County to pursue its goals with confidence and trust. Candice Ericks will serve as the County's contact during the period of proposal evaluation. Should you have any questions or need additional information on any part of this proposal, please do not hesitate to contact Candice directly using the contact information listed below.

Candice Ericks, Governmental Affairs Director
Address: 333 N New River Drive East, Suite 2000, Fort Lauderdale, FL 33301
Email: Candice@ericksconsultants.com Phone: 954-648-1204/ Fax: 954-765-1224

Thank you,

A handwritten signature in dark ink, appearing to read "Dave Ericks", is written over a light blue horizontal line.

Dave Ericks, President
Ericks Consultants, Inc.

SECTION 1: EXPERIENCE / QUALIFICATIONS / BACKGROUND / REFERENCES INFORMATION

1.1-Each proposer shall submit a detailed statement of their past performance, experience, qualifications, and background for providing state lobbying services, specifically identifying lobbying experience with governmental entities.

Ericks Consultants, Inc. [ECI] is a full-service firm representing both corporate and public entity clients with Legislative and State agency issues. Equipped with an in-depth knowledge of Florida government, we interact with all elected officials, their staff, all state and local agencies, legislative committees and executive staff. Our past experience provides us a keen understanding of the issues facing local governments.

ECI focuses on South Florida clientele and lobbies on behalf of South Florida based interests and its citizens. ECI has a history of representing some of Florida's top corporations and largest associations in Florida's political arena at both the state, county and municipal levels of government. We take pride in our South Florida based family firm.

Our effectiveness is reflected in the duration and loyalty of our business relationships with clients and elected officials. The firm has strong ties with city and county officials, the Florida Legislature, cabinet offices and state agencies. ECI recognizes the changing trends in the corporate and political worlds and we are able to quickly respond to our clients' growing political needs.

Our experience helps us organize support or opposition for issues, monitor both positive and negative legislation, and communicate our clients' priorities to decision makers in Tallahassee. ECI works within the legal and ethical guidelines of the political world and places high value on our untarnished professional reputation.

ECI has extensive experience and understanding major urban county issues, specifically for Palm Beach. As the longest serving consultant on the Palm Beach County team, we have unparalleled institutional knowledge of the County. We were first hired in the early 2000s and have since been part of the Palm Beach County family. Over the past decade we have been an extended arm of your in-house

governmental relations department and take pride in serving our South Florida home up in Tallahassee. To detail our experience working on Palm Beach County issues- which dates back to 2003- would require us to provide folders worth of information in this response. We feel comfortable stating that over the past decade we have contributed to almost every issue that has been put in the County's Legislative Agenda. ECI is not only dedicated to Palm Beach County on a professional level, but also on a very personal level. Our home is South Florida and we fight throughout the year to protect our resources and quality of life in Palm Beach County and throughout the region.

We have extensive knowledge and expertise representing local governments in South Florida. Having this vast experience representing local governments, we understand the need for legislative and local representation. In addition to Palm Beach County, we currently represent Broward County, the City of Coconut Creek, the City of Coral Springs, the Town of Davie, the City of Fort Lauderdale, the City of North Lauderdale, the City of Pembroke Pines and the City of Plantation. We believe that the experience gained further enhances our understanding of, and capability to meet the needs of Palm Beach County Government. We understand local government challenges and appropriations needs. We are sensitive to unfunded mandates and encroachments on home rule and dedicated to providing a quick and effective defense.

ECI is very active in the Florida Association of Counties and historically attend the annual Florida League of Cities and the Florida Association of Counties statewide and legislative conferences. This participation enhances our knowledge and understanding of the challenges and trends that face local governments across the state. We work particularly close with both associations during the Legislative Session. ECI is also a member of FAIR (Florida Association of Intergovernmental Relations). This group meets weekly during Session to discuss upcoming or passed legislation and allows us to be continually informed and on the pulse of quickly changing language that impacts local governments. We have been a member of this group for many years and through this we have cultivated many working relationships and close ties between different levels of government. We also participate in weekly meetings with the Florida Public Transportation Association and all interested lobbyist who represent public

transportation interests to discuss important transportation issues.

As residents of South Florida, we fully understand the challenges that South Florida faces regarding transportation, congestion, population growth, property taxes, tourism and the overall economy. Our representation of Palm Beach and Broward County, various municipalities, SFRTA and many others has honed our ability to comprehend the current overall conditions, as well as the future challenges.

We have worked on the following issues on behalf of Palm Beach County throughout the years, including but not limited to FAU, Scripps, SFRTA, transportation funding, library funding, transportation disadvantaged funding, beach funding, economic development, Alzheimers, special districts, Glades infrastructure, strategic intermodal system funding, ethics, pensions, healthcare, trauma care, stem cell research, consumer affairs (pawnbrokering, towing, and moving legislation), autism (insurance coverage), growth management, transportation, public safety, labor, enterprise zones, juvenile justice, pain management clinics and traffic safety enforcement.

We also believe that our firm has unique experience in the appropriations process based on Candice and Dave's lobbying experience for local governments. The competition for state funding has been nothing but fierce for many years due to Florida's revenue challenges. Being successful in the Appropriations process today requires an effective strategy that builds a compelling business case to support your appropriations request. Our team works alongside your in-house governmental relations staff to communicate an effective business case needed to support your appropriations issues.

As your advocate and consultant in Tallahassee and back at home in South Florida, our focus will be on our communication, knowledge, expertise, ability and relationships to continue to assist the County with current priorities, as well as planning and laying the ground work for future goals. We understand the needs and challenges that local governments face on a daily basis and the challenges of planning in tough economic times. Our goal in supporting and advocating on behalf of Palm Beach County's priorities will always be to present a strategic, compelling, and focused message that differentiates and positions your legislative needs and appropriations requests.

1.2-Describe the proposer's success in obtaining appropriations, bill drafting and gaining support for proposed legislation, and protecting and/or advocating clients' positions on proposed legislation.

Below please find two very different areas of representation. One is defensive/reactive and the other is offensive/proactive. Depending on the issues, obstacles, members, political climate, etc. each situation has a tailored game plan that needs to be fluid and flexible. For the most part all areas of representation whether playing defense or offense involves factual information, coalition building, strong message and strong political allies. We at ECI apply all those when setting up a strategy/approach for lobbying on behalf of Palm Beach County. We have listed below some examples of our successes through the years for various clients.

South Florida Regional Transportation Authority

For historic background, almost ten years ago Dave and Candice Ericks were instrumental in helping to pass legislation which transformed the Tri-County Commuter Rail Authority (TriRail) into the South Florida Regional Transportation Authority (SFRTA.) The new Authority was created with a vision to provide greater mobility in South Florida, thereby improving the economic viability and quality of life of the community, region and state.

The ECI Team was instrumental in the passage of major legislation that gave the Authority the power to issue, reissue or redeem bonds. Through ECI's efforts, the bill provided for discretionary bonding ability and gave the Authority the potential to receive matching funds of at least \$45 million if Broward, Miami-Dade and Palm Beach counties imposed a local-option funding source. This provision guaranteed that a dedicated funding source, either from the state, counties and/or a local-option funding source, was always available to the Authority.

Throughout 2008 and 2009, ECI worked with the SFRTA team to educate the legislature and other key executive agency decision makers on the critical need for additional dedicated funding. In December 2009, the Florida Legislative Special Session culminated in successfully gaining Legislative approval for

additional funding; specifically, the Legislature appropriated an additional \$15 million a year for five years to close the gap needed to run a full complement of 50 trains. This funding was critical to the on-going operation of the rail and picked up the shortfall caused by reduced funding from the county.

The Team successfully secured an additional \$1 million in funding during the 2010 Legislative Session. With a state budget short fall of over \$4 Billion, any increase in funding was a monumental accomplishment.

During the 2012 Legislative Session, Legislation was introduced to dramatically change the governance of the SFRTA Board based on recommendations by the Florida Department of Transportation (FDOT). It would have shrunk the board to seven members, eliminated the three local representatives currently on the Board, replacing them with appointees by the Governor's office and provided for the ability to completely privatize the agency. ECI lobbied each member of its initial House committee on the statistical breakdown of funding for SFRTA and how FDOT's numbers were improperly skewed and not a proper assessment of such funding. Through our efforts, we successfully stripped this language out with an amendment that passed unanimously and reverted the language back to existing law. However, the Senate bill continued to move through the process with each committee adopting new iterations. There were rumors that the Bill, SB 1866, was not going to make it through the Senate. Regardless, SFRTA, represented by Broward Commissioner Kristin Jacobs, Palm Beach Commissioner Steven Abrams, SFRTA Executive Director Joe Giulietti, SFRTA Legal Counsel Theresa Moore and FDOT, represented by FDOT Secretary Ananth Prasad and FDOT District 4 Secretary Jim Wolfe, entered into day long negotiations which were ultimately successful. The compromise required a complicated legislative strategy that was successfully implemented in multiple committee meetings on multiple legislative vehicles, floor support and passage. Ultimately, HB 599 was signed by the Governor and ECI is proud of the teamwork between SFRTA, Broward, Miami-Dade and Palm Beach. This huge undertaking that affected multiple counties clearly demonstrates ECI's leadership abilities to lead on complicated political and policy issues directly affecting local government.

Seminole Compact

In 2009, we were at the head of the negotiating table of the Seminole Compact to insist that the local governments receive guaranteed compensation in the agreement. We argued that the local governments bear the brunt of the impacts from increased gaming as local law enforcement, road traffic, etc. all increase. A percentage of money from the compact would be essential to offset such impacts at the local level. We successfully inserted language that would guarantee 5% of the compact to local governments. The 2009 agreement was, however, invalidated.

In 2010, since the expected payments from the Seminoles increased, the local government guarantee was decreased to 3%. We then secured 55% of this allocation for Coconut Creek. This was, by far, the largest amount received by any city. Therefore, the City will receive a portion of revenues generated by the Seminole Casino Coconut Creek. We contended that this would help offset the impacts created by the gaming increase. The compact was ultimately agreed to by the Legislature, the Governor and the Tribe during the 2010 Legislative Session.

Term:

The actual compact itself has a life of 20 years. However, banked card games are only allowed for five years, unless the State and the Tribe decide to extend banked card games in the future.

Guaranteed Minimum Payments:

The Tribe will guarantee payments to the State of One Hundred and Fifty million dollars (\$150,000,000) in each of the first two years, Two Hundred and Thirty-Three million dollars (\$233,000,000) in the third and fourth years and Two Hundred and Thirty-Four millions dollars (\$234,000,000) in the final year.

Covered Games:

The following games may be offered by the Tribe: Class II Video Bingo Terminals, Slot Machines, Black Jack (not in Brighton or Big Cypress and only for five years), Chemin de Fer (not in Brighton or Big Cypress and only for five years), Baccarat (not in Brighton or Big Cypress and only for five years),

Raffles and Drawings and/or any new games authorized under Florida law for any person.

Covered Facilities:

The Seminole Tribe is authorized to conduct gaming at the following locations:

Seminole Indian Casino – Brighton, located in Okeechobee, FL, Seminole Indian Casino – Coconut Creek, located in Coconut Creek, FL, Seminole Indian Casino – Hollywood, located in Hollywood, FL, Seminole Indian Casino – Immokalee, located in Immokalee, FL, Seminole Indian Casino – Big Cypress, located in Clewiston, FL, Seminole Hard Rock Hotel & Casino – Hollywood, located in Hollywood, FL, and Seminole Hard Rock Hotel & Casino – Tampa, located in Tampa, FL

Local Government Revenue Sharing:

As a part of the Revenue Sharing Agreement between the state and local governments, the State will remit 3% of revenue received from the Tribe. Out of this 3%, Broward County shall receive 22.5% for revenue collected from the Seminole Indian Casino-Coconut Creek facility, and 25% for both Seminole Indian Casino in Hollywood and the Seminole Hard Rock Hotel and Casino in Hollywood. (The share is less for Coconut Creek due to more cities being included in the share than for the Hollywood facilities.)

Budget

ECI has achieved success throughout the years in securing several local government appropriations requests.

In 2014, ECI was instrumental in securing \$200,000 for mental health and substance abuse pilot project in Palm Beach County. We will continue working with Chair Hudson into next Session along with Representative Rooney and Representative Magar. We are looking to secure a total of \$575,000 from the State annually for the next two years for the overall effort.

In 2013, ECI aided Palm Beach County in securing a \$100,000 appropriation for the Scripps Research Institute for the Nicotine Addiction Drug Treatment Evaluation Grant Program during budget conference. While the \$100,000 passed in the budget, this particular item was subject to Governor

Scott's veto power (Please refer to page 17 for more detail).

In 2011, we worked with Palm Beach County to secure 1.4 million in the budget during the Conference process for the Glades Senior Center/West County Homeless Resource Center. Although the \$1.4 passed in the budget, this particular item, along with many other items, was subject to Governor Scott's veto power.

Some additional budget highlights include:

In 2014, we secured:

- A total of \$225,000 in water projects funding for the City of Coconut Creek.
- A total of \$850,000 in water projects funding and an appropriation of \$47,000 in non-recurring funding to fight the distribution of designer drugs for the City of Fort Lauderdale.
- A total of \$115,000 in water projects funding and \$250,000 in funding for the Safety Town program for the City of Coral Springs.
- \$500,000 in a Cultural Facilities Grant for the Broward Center for the Performing Arts
- ECI was an instrumental part of a \$10 million appropriation to the building of Quiet Zones along the FEC corridors (detailed on page 15)
- Our team secured \$4,537,088 for the Seminole County Sheriff's Office for child protective investigations, an approximately \$1 million increase over a \$3,443,114 appropriation we had help secure for the same client the year before, in 2013, also for child protective investigations.

In 2010, we secured \$1 million for the South Florida Regional Transportation Authority for dispatch operations for the South Florida corridor.

In 2009, ECI was instrumental in having the Legislature appropriate \$15 million for 5 years for South Florida Regional Transportation Authority service to keep 50 trains in operation.

In 2008, we placed \$225,000 into the budget for wastewater improvements for the Town of Davie.

In 2008, we also were able to obtain \$500,000 for the Fire Training Simulator Tower for the City of Coral Springs.

In 2007, we secured \$230,000 to upgrade the City of Plantation's Emergency Standby Power at the City's Regional Wastewater Plant. We also secured a \$7 million dollar appropriation for Plantation's golf course in prior years.

Charter Schools

ECI was instrumental in obtaining increases in appropriations each year for charter schools. We represent the City of Coral Springs and the City of Pembroke Pines on charter school issues. This has been an uphill battle over the years to gain support and appropriations for the charter school effort.

2001 - Increased from \$20 million to \$27.7 million

2006 - Increased from \$27.7 million to \$53 million

During the 2007 and 2008 Legislative Sessions - over \$54,000,000

2010 - \$56,112,466

2011 - \$55 million appropriated with additional money for high performing charter school systems

(note that both Coral Springs and Pembroke Pines are part of a high performing charter schools system)

2012 - \$55,209,106 (plus additional funding available after allocation to the lab schools)

2013- \$91 million

2014- \$75 million

Florida Atlantic University

For many years, ECI worked with Tom Barlow, Director of Governmental Relations for Florida Atlantic University, to secure funds for identified FAU programs. ECI was initially hired to work on the FAU Davie Campus expansion. During the time ECI represented the University we exceeded our assigned goal and were instrumental in securing substantial funding for the university. In 2007, \$94 million in PECO funding, \$4.3 million recurring for their medical school expanding as 4 year program; \$18 million for a new engineering project; \$10 million for a general classroom building; \$18 million for the Davie campus expansion; \$8 million for the Harbor Branch Oceanic Research Center; and, an \$500,000 increase for a student-teacher program. During the 2008 Legislative Session, ECI successfully secured

the final \$4.3 million appropriation for the medical school as well as \$8.75 million for an ocean to energy project, \$52 million in PECO funding, \$9 million in student projects, and \$5 million for the Wellness Center. Today, we have a wonderful working relationship with FAU and continue to work alongside their current Director of Government Relations, Pamela Landi, during Session and, more importantly, during Budget Conference. Although they have their own outside consultant, FAU's representatives utilize us from the Palm Beach County team for certain relationships during the critical budget conference process.

Homelessness

The Legislature also provided a \$5 million increase in funding to support Florida's 28 local homeless coalitions, increasing from \$2 to \$3 million, funding to support coalition operations plus \$4 million to support the Challenge Grant program which allows local homeless coalitions to compete for competitively awarded grants for innovative approaches to programs and services designed to prevent and/or reduce homelessness. Working with all interested parties, we helped secure the largest increase in the past several fiscal years for Florida's Local Homeless Coalitions. We've worked tirelessly to increase the visibility of Florida's homeless and solutions and funding needed to help decrease and prevent homelessness.

Everglades

Our team was extremely active in lobbying for Everglades Restoration projects both this year and last year. As Legislators addressed the summer crisis with Lake Okeechobee and its surrounding estuaries prior to interim committee weeks, we met with several Legislators to educate them on the Central Everglades Planning Project (CEPP) and the Comprehensive Everglades Restoration Plan (CERP). We actively participated as part of a greater lobbying team to work in CERP projects as part of the longterm solutions funded for the Lake Okeechobee crisis. Ultimately, the Legislature funded over \$170 million- over \$40 million more than the Governor had requested in his budget proposal- for interconnected Lake Okeechobee and Everglades Restoration projects. Funded projects include: \$32 million for agricultural best management practices ; \$10 million for nutrient reduction projects; \$9 million for

hybrid wetland treatment technology; \$79 million for the C-43 Basin, C-44 Basin, Kissimmee River Restoration, C-111 South Dade Basin; \$14 million for Indian River Lagoon and Lake Okeechobee Basin; \$10 million for Dispersed Water Storage Projects Lake Okeechobee Basin; \$32 million for water quality restoration strategies; and a pledge of \$90 million over three years for the Tamiami Trail Bridge. Additionally, a provision that directs excess revenues collected from Alligator Alley tolls to the South Florida Water Management District's Everglades Fund.

Quiet Zones

Towards the end of the 2014 Legislative Session, the County engaged ECI to fight for State funding to help construct quiet zones along the FEC corridor. Funding for quiet zones had not been included in All Aboard Florida's plan to privately fund safety upgrades to the track crossings, and the 116 public FEC grade crossings within Palm Beach County made the funding a critical priority to the County. ECI immediately met with both the Chairman of the Transportation and Economic Development Appropriations Subcommittee and the Chairman of the full House Appropriations Committee to communicate the County's need for the funding were able to secure a solid commitment. In the end, the State appropriated \$10 million statewide to help match local funds for quiet zone construction.

Realizing that the sponsors would probably look for other "vehicles" for the pretrial language, we carefully watched for amendments to be filed to various Judiciary-related bills. The proposal had new life breathed into it when on April 12th Senator Bogdanoff was able to amend the substance of the bill onto another of her bills dealing with the Judiciary – SB 1398. Two days later Representative Dorworth filed an amendment with similar language to an innocuous courts bill, HB 7023, that had just been placed on the House Special Order Calendar. At this point, as the Session was nearing the end, there were four bills alive with pretrial language and the possibility of other amendments still appearing. The House Judiciary Committee held its last committee meeting for the Session on April 21st and Representative Dorworth's HB 1379 moved out of the committee on a 10-8 vote and was placed on the House Calendar. This bill never came up for a vote.

SB 1398 was amended to remove the pretrial language and voted out of the Senate on the last day of the

2011 Regular Session. The bill came to the House in Messages and Representative Dorworth filed an amendment to put the language in but the bill was not taken up. SB 372 died in the Senate Criminal Justice Committee and HBs 1379 and 7023 died on the House Calendar.

Sober Homes

Palm Beach County directly assigned ECI for the past two years to assist with the fight to bring government oversight to Sober Homes. We worked alongside all interested parties to assist with pushing legislation sponsored by Senator Clemens and Representative Grant in 2013. While the legislation was unsuccessful, the State passed proviso language that directed DCF to conduct a study on the feasibility of addressing the sober home issue. We attended and reported on all public workshops that DCF held as part of the "Recovery Residence" study's implementation. In 2014, we again worked with all interested parties to push legislation sponsored by Sen. Clemens and Rep. Hager in what has been the most successful attempt at passing a sober home oversight bill. The bill passed the full House but was unfortunately unable to pass the Senate.

Medical Examiners

In 2014, legislation was introduced to eliminate the fee that Counties charge for medical examiner services provided for deceased individuals prior to their cremation. ECI along with Todd Bonlarron met with Rep. Spano, who indicated that, while the bill was dead for the Session, the initiative would return next Session. ECI also worked with FAC and FAIR members to lobby the Senate sponsor to end his push for the bill and was successful. Unfortunately, the House did not wait until the next session and amended the language onto a healthcare package at the very end of the Session. The bill died fortunately in the Senate.

Fuel Terminals

In 2014, ECI successfully improved a bill that would have originally allowed fuel terminals to exist and expand unrestricted and without permission from the local government in which it was located. ECI immediately began forming a broader coalition of affected local governments who could potentially

have been impacted by the language and coordinated meetings with key Legislative decision makers. As a result of our efforts, the language passed reflected a compromise between fuel terminals and local governments which only dictated that local governments could not change the zoning use for a fuel terminal and must allow fuel terminals to return to their original state if damaged by a natural disaster. This compromise ensured that the State's supply of fuel is protected but in such a way that responsible local governments could still exercise good judgment in regards to expansion issues. Palm Beach County supported the compromise.

Child Welfare

ECI worked throughout the 2014 Session alongside ChildNet for Palm Beach County funding for Community Based Care. ChildNet took over our Palm Beach operations in October 2012. This year \$10 million was allocated statewide, resulting in \$580,970 specifically for Palm Beach. We will continue to advocate for these funds.

Article V

In 2014, ECI worked alongside the Florida Association of Counties representatives to ensure that all counties were relieved from additional costs this year.

Scripps

Candice and Palm Beach County's in-house government relations staff met in 2012 with Representative Precourt, then Chair of Finance & Tax and now the House Majority Leader, who asked us to work with him the following year due to the late timing in the Session. As promised, they worked with Leader Precourt's office throughout the 2013 Session while Todd kept the Senate in the know about our dealings with the House. We also met frequently with Representative Workman, Chair of House Finance & Tax. True to our commitment, along with Scripps quick cooperation, we produced all materials Legislators requested.

Moving into Budget Conference, we stayed on top of the Scripps funding initiative and, at this time, also engaged other Palm Beach County team members. With Representative Workman's assistance, Candice met with Don Langston, Finance & Tax Staff Director, to discuss the fiscal impact of the proposed Scripps

language. As ongoing conversations were taking place with House leadership, Candice learned that there was simply not an appetite to help Scripps. Despite all this, due to Candice's relationship with the Majority Leader and true to his commitment of helping, there was an allocation of \$100,000 in the last go-around of budget conference negotiations for the Scripps Nicotine Drug Addiction Treatment Evaluation Grant Program. Unfortunately, Governor Scott vetoed the appropriation because he felt it was duplicative as the State already funds the Statewide Tobacco Prevention and Education program.

Petroleum Cleanup

In the 2013 Legislative Session, we secured language in HB 999 that will allow Port Everglades to expedite its petroleum cleanup process. We had our initial meeting with Jorge Casper from DEP regarding the Inland Protection Trust Fund Petroleum Clean-up Language. We then met with Representative Patronis with Mike Rubin from the Ports Council to discuss the inclusion of language that raised the moneys for pre-approved contamination cleanups from \$10 million to \$15 million and increasing single project eligibility from \$500,000 to \$5 million. He had no problem with that, however, we had our charge to get all interested parties for HB 999 on board. We also had a more formal meeting with DEP to secure their support. We then went to Senator Altman's office and had multiple meetings with his staff. One by one, we met with each stakeholder and got them each to sign off. We diligently worked through matters regarding a small roadblock with representatives from the petroleum storage lobby, and they ultimately removed their opposition to our issue. After our language was incorporated, we supported the bill through its last committees. We worked the last week of Session to get HB 999 heard in the Chambers, and it was one of the last bills to be heard on the last day of Session in the House.

DAVID Database

ECI was successful in helping pass legislation that allowed medical examiners to be given direct access to the DAVID database [Driver & Vehicle Information Database]. This database contains a motorist's identifying and emergency contact information, for the purpose of determining the identification of a deceased individual. In 2011, ECI facilitated a meeting with the Director of Government Relations for the Department of Highway Safety and Motor Vehicles. We addressed each of his concerns by limiting the

number of examiners who would gain access and requiring an interagency agreement in order for them to do so. While we were able to get DHSMV to sign off on language in the 2011 Session, the House sponsor of the legislative vehicle felt that it was too late into the Session to amend his bill but committed to working with us in the 2012 Session.

In 2012, we built upon our work in the previous Session, garnering early support from both DHSMV and the House sponsor of the legislative vehicle. From there, we worked with the sponsor of the Senate bill, Senator Latvala, to include the agreed upon language in the final package of the legislation. We stayed in constant contact with both sponsors until a strike-all including our language was released.

HB1223/SB1122 ultimately passed with our language and was signed into law.

Crime Lab

Florida has five crime labs located in Broward, Palm Beach, Miami-Dade, Indian River and Pinellas Counties that are historically underfunded by the state. Prior to the 2012 legislative session, statutory authority allowed but did not require judges to impose an additional penalty to increase the funding for crime labs when they were used in the successful prosecution of a defendant. Invoking this additional fine was rarely imposed and it was not uniformly applied. This created significant shortfalls for the Sheriffs' offices and the Counties then had to subsidize this shortfall with local funding.

Efforts led by ECI throughout 2010 and 2011 culminated in successful changes to mandate crime lab fees in 2012 legislation. Specifically, language was passed that would require a \$100 fee to be mandated when a person was convicted of a crime and the local crime lab was utilized. Through ECI's strong relationships with the South Florida delegation, support for the language to change the statute was garnered early in the process. This support resulted in Senator Bogdanoff (who was essential in previous efforts) committing to making it a priority during Budget negotiations. ECI worked tirelessly throughout the appropriations process attending all Budget meetings and worked alongside Senator Bogdanoff to gain support of both the House and Senate leadership to secure the House acceptance of the mandatory \$100 fee language. We were successful in getting the House to accept the language and Senate Conforming Bill 1968 passed both the House and Senate unanimously. Our understanding is that

this language provides an estimated \$5 Million funding for the crime labs.

During the veto period we worked diligently with the Governor's Office to answer questions and educate them on the user fee funding source contained in the legislation. Our arguments were persuasive and the bill was ultimately approved by the Governor.

Energy

In 2011, with the assistance of Senator Bogdanoff and Representative Moraitis, we were successful in amending both the House and Senate versions of the Energy Legislation (HB 7117) to include the words "commercial property". Adding this language expanded the ability of local governments to partner with commercial properties to further energy efficient projects which benefits local business and improves energy consumption.

The energy legislation was an initiative, backed by the Commissioner of Agriculture, which extends \$16 million dollars of tax credits for renewable energy. The bill also made a number of changes to energy laws to streamline and help implement a renewable energy plan statewide. In addition to expanding the ability for biofuel permits the bill allows utilities to recover costs from consumers if the PSC makes such a determination after petition. Additionally, there was information on vehicle charging stations and privately owned electric charging on both energy consumption and the impact of the electric grid on the state. Note that we have an excellent relationship with the Office of Energy and their current representatives.

Enterprise Zone Boundaries

Specifically in 2011, ECI was instrumental in securing language in the re-organizational legislation for enterprise zone boundary designations on behalf of Palm Beach County.

Inspector General

In 2011, ECI was responsible for securing both sponsors in a bi-partisan effort to allow for a public records exemption during an open Inspector General investigation. The exemption is twofold, first as not to jeopardize an ongoing investigation and also to provide basic protection for those who are under

investigation. This legislation was signed into law.

School Signage Pilot Program

In 2011, we were successful in incorporating school signage for a Palm Beach County pilot program into the Transportation bill. This language would allow for the school district to enter into a partnership with local businesses to display signs relating to those businesses on school district property in the unincorporated areas. Unfortunately, the transportation package did not ultimately pass. Please note that the Legislature extended the program until 2015 in the most recent Legislative Session.

Juvenile Assessment Center

In 2010, ECI worked all Session long to insert and defend proviso in the State Budget that would have provided for the Juvenile Assessment Center in Palm Beach County. Candice worked with diligently with Rep. Sandy Adams for inclusion of our appropriation request and was able to secure a \$175,000 line item. Unfortunately, the Governor vetoed the funding.

Crimes Against the Homeless

This effort was attempted for many years, prior to passage in 2010. HB 11 by Representative Porth and SB 506 by Senator Ring, added homelessness into the statute of Hate Crimes (reclassifying offenses evidencing prejudice based on the homeless status of the victim). Florida leads the nation in attacks on the homeless. ECI worked side by side with the sponsors, Commander Rick Wierzbicki of the Broward Sheriff's Office through every committee meeting and numerous discussions with Legislators in both the Senate and the House to ensure passage of this legislation. Although it did not pass unanimously [25 yeas/10 nays], there was virtually no discussion on the floor when Senator Ring presented the bill to the Senate. However, some members of the House were quite vocal in their opposition to adding another Hate Crime to the statute that already included nine classes. Representative Porth gave a passionate argument and defense of the legislation. Ultimately, the vote was not close [80 yeas/28 nays] and HB 11 passed. The Governor came to South Florida for a ceremonial bill signing at which ECI was in attendance.

Also during the 2007 Legislative Session ECI worked with Senator Bennett's office to hear Senator Smith's Homeless Assistance Grants legislation, as well as trying to amend Senator Bennett's bill to include Senator Smith's language. The language ultimately ended up in Senator Bennett's Growth Management Bill, SB 360.

Recycling

In 2010, ECI worked with all interested parties throughout Session to ensure that unachievable mandates to local governments and private business were not in the final piece of legislation sponsored by Senator Constantine that ultimately passed both Chambers. Since the beginning of Session we felt comfortable with holding unfriendly language at bay in the House, knowing that we had a fight on our hands in the Senate. About mid-way through Session the House bill by Representative Rehwinkel-Vasilinda was TP'd in the first committee of reference. Following that action, Senator Lee utilized his resources to ensure the resurrection of legislation in the House [due to the time it was heard in the last week of committee hearings]. The House language was resurrected as a PCB [HB 7243] under Representative Williams' direction. As the next few weeks unfolded, through countless discussions, amendments, and negotiations, we were successful in ensuring that the language was that supported by local governments.

Summer camp screening

In 2010, Candice met early with Rep. Snyder where he agreed to include Palm Beach County's language to require level II background checks for individuals who volunteered at children's summer camps for 10 hours or more a week. She worked with Sen. Storms to include the language in a Senate bill. She then monitored the language for the full Session to ensure passage. The Legislature passed HB 7069 and the Governor signed the bill into law.

Pretrial

In the 2010 session pre-trial legislation would have superseded and preempted all local ordinances, orders or practices. HB 445 by Representative Dorworth and SB 782 by Senator Thrasher would have significantly reduced the number of individuals eligible for release under the supervision of a pre-trial

release program. This legislation was strongly supported by the bail bondsman industry and could have resulted in requiring Broward County to spend \$70 million on new jail construction, with an annual recurring new jail operating cost of \$35 million. We advocated throughout session to leave sentencing to the judges and allow our programs to serve as a way to track those released before trial. HB 445 passed three committees but died during reference review.

The following Session, we combated similar legislation and surprise amendments dealing with pretrial diversion programs. Legislation drastically limiting a county's ability to operate supervised pretrial release programs was introduced by Senator Ellyn Bogdanoff [SB 372] and Speaker-designate Representative Chris Dorworth [HB 1379]. According to the Broward County Sheriff's Office, this legislation, if implemented, would have cost anywhere between \$46 and \$66 million annually. We were successful in holding Senator Bogdanoff's bill in its first committee of reference for three consecutive committee meetings. Meanwhile, Representative Dorworth amended the House companion bill so that it would only apply to larger counties and was able to muscle it out of the House Criminal Justice Subcommittee on a 7- 6 vote.

Property Appraiser Issues

In 2009, ECI worked very closely with Senator Ring and Representative Holder to pass partial property payments, SB 1580, for the Broward County Property Appraiser. This piece of legislation proved to be more difficult than we expected. There were many hurdles, however, with the help and dedication of Legislators in the House and Senate, we were able to get it through both chambers in the last few days of Session. What SB 1580 ultimately did was allow for taxpayers to pay their property taxes in partial payments. The previous law did not legally allow the tax collector to collect the payment unless it is paid in full. This piece of legislation was helpful to the citizens of Florida in difficult economic times.

1.3:- Each proposer should submit a minimum of three (3) references demonstrating the successful provision of state lobbying services within the past 3 year(s).

Ericks Consultants is pleased to present the following professional references:

American Marketing & Management, Inc.

Austin Forman, Owner

888 SE 3rd Avenue, Suite 501, Ft. Lauderdale, FL 33316

Phone: 954-763-8111/ Fax: 954-522-1969

af01@bellsouth.net

Four full time staff provided

Contract Amount/Dates: \$14,000 annually/ECI has represented American Marketing for almost 15 years.

Scope of Services: We strategically advocate on behalf of American Marketing before Florida governmental and business entities on a variety matters, including office leases and real estate.

Broward County

Eddie Labrador, Director of Intergovernmental Affairs

115 South Andrews Avenue, Ft. Lauderdale, FL 33301

Phone: 954-357-7575/ Fax: 954-357-6573

elabrador@broward.org

Four full time staff provided

Contract Amount/Dates: \$53,000 annually/ ECI has represented Broward County for more than 14 years.

Scope of Services: We monitor, track and advocate positions before the State Executive and Legislative Branches on legislation and agency rules on legislation affecting Broward County and on appropriations needs and provide written reports.

Broward Health

Charlotte Mather, Director of Governmental Relations

303 SW 17th Avenue, Ft. Lauderdale, FL 33316

Phone: 954-355-4174/ Fax: 954-355-4774

cmather@browardhealth.org

Four full time staff provided

Contract Amount/Dates: \$65,000 annually/ ECI has represented Broward Health for almost 10 years.

Scope of Services: Monitor, track, and advocate positions before the State Executive and Legislative Branches on legislation and agency rules effecting Broward Health and provide written reports.

City of Coconut Creek

Mary Blasi, City Manager

4800 West Copans Road, Coconut Creek, FL 33063

Phone: 954-973-6720/ Fax: (954) 973-6777

mblasi@coconutcreek.net

Four full time staff provided

Contract Amount/Dates: \$36,000 annually/ ECI has represented Coconut Creek for 6 years.

Scope of Services: We monitor, track and advocate positions before the State Executive and Legislative Branches on legislation and agency rules on legislation affecting Coconut Creek and on appropriations needs and provide written reports.

City of Coral Springs

Erdal Donmez, City Manager

9551 West Sample Road, Coral Springs, FL 33065

Phone: 954-344-1142/ Fax: 954-344-1043

edonmez@coralsprings.org

Four full time staff provided

Contract Amount/Dates: \$36,000 annually/ ECI has represented Coral Springs for almost 15 years.

Scope of Services: We monitor, track and advocate positions before the State Executive and Legislative Branches on legislation and agency rules on legislation affecting Coral Springs and on appropriations needs and provide written reports.

City of Fort Lauderdale

Lee Feldman, City Manager

100 N. Andrews Avenue, Fort Lauderdale, FL 33301

Phone: 954-828-5364/ Fax: 954-828-5599

lfeldman@fortlauderdale.gov

Four full time staff provided

Contract Amount/Dates: \$40,000 annually/ ECI has represented Fort Lauderdale since 2012.

Scope of Services: We monitor, track and advocate positions before the State Executive and Legislative Branches on legislation and agency rules on legislation affecting Fort Lauderdale and on appropriations needs and provide written reports.

City of Pembroke Pines

Mayor Frank Ortis

Charlie Dodge, City Manager

10100 Pines Boulevard, Pembroke Pines, FL 33026

Phone: 954-431-4884/ Fax: 954-437-1149

cdodge@ppines.com

Four full time staff provided

Contract Amount/Dates: \$60,000 annually/ ECI has represented Pembroke Pines for more than 6 years.

Scope of Services: We monitor, track and advocate positions before the State Executive and Legislative Branches on legislation and agency rules on legislation affecting Pembroke Pines and on appropriations needs and provide written reports.

City of Plantation

Mayor Diane Veltri Bendekovic

400 NW 73rd Avenue, Plantation, FL 33317

Phone: 954-797-2227/ Fax: 954-797-2223

mayor@plantation.org

Four full time staff provided

Contract Amount/Dates: \$53,000 annually/ ECI has represented Plantation for almost 10 years.

Scope of Services: We monitor, track and advocate positions before the State Executive and Legislative Branches on legislation and agency rules on legislation affecting Plantation and on appropriations needs and provide written reports.

Seminole County Sheriff's Office

Sheriff Donald F. Eslinger

Chief Peggy Fleming

100 Bush Blvd., Sanford, FL 32773

407-665-6650

pfleming@seminolesheriff.org

Four full time staff provided

Contract Amount/Dates: \$35,000 annually/ ECI has represented the Seminole County Sheriff's Office since 2012.

Scope of Services: We monitor, track and advocate positions before the State Executive and Legislative Branches on legislation and agency rules on legislation affecting the Seminole Sheriff's Office and on appropriations needs and provide written reports.

South Florida Regional Transportation Authority

Vicki Wooldridge, Director of Governmental Relations

800 NW 33rd Street, Suite 100, Pompano Beach, FL33064

Phone: 954-788-7918/ Fax: 954-786-7505

wooldridgeV@sfrta.gov

Four full time staff provided

Contract Amount/Dates: \$150,000 annually for the present year/ ECI has represented SFRTA for almost 20 years.

Scope of Services: We monitor, track and advocate positions before the State Executive and Legislative Branches on legislation and agency rules on legislation affecting SFRTA and on appropriations needs and provide written reports.

Town of Davie

Richard J. Lemack, Town Administrator

6591 Orange Drive, Davie, FL 33314

954-797-1023

richard_lemack@davie-fl.gov

Four full time staff provided

Contract Amount/Dates: \$36,000 annually/ ECI has represented Davie since 2010.

Scope of Services: We monitor, track and advocate positions before the State Executive and Legislative Branches on legislation and agency rules on legislation affecting the Town of Davie and on appropriations needs, and provide written reports.

1.4- Proposer shall disclose any conflicts of interest your firm may have involving Palm Beach County. Such potential conflicts would include, but not be limited to, past representation of clients whose positions were adverse to the County in litigation or administrative proceedings within the past five years; present representation of clients who have placed the County on notice of potential claims or disputes; or representation in contract negotiation, anticipated or pending condemnation proceedings or in lobbying activities involving Palm Beach County or lobbying for clients whose position is contrary to Palm Beach County in Congress.

ECI is not aware of any current or potential conflicts. Through the course of the contract, we would immediately notify the County should we become aware of a potential conflict.

SECTION 2: PROJECT APPROACH AND UNDERSTANDING

2.1- Understanding of major metropolitan county issues, including specific knowledge of Palm Beach County

ECI's understanding of major metropolitan issues is based not only on our life experience living in South Florida but also on our professional experience representing Palm Beach and Broward Counties for over a decade and working closely with the Florida Association of Counties and Florida Association of Intergovernmental Relations. We are a very active part of the Florida Association of Counties in-house lobbying group. We work side-by-side with them on all issues when it comes to pre-emption and unfunded mandates. We mention this because very few contract lobbyists actually engage in the very concentrated efforts of the coalition.

ECI is proud to be the longest serving member of Palm Beach County's contract lobbying team and, as such, we are familiar with the issues that are unique to Palm Beach County as not only a major metropolitan county, but also the number one agricultural producer in the State. We have institutional knowledge of the County, such as but not limited to the Callery Judge wars, the formation of the SFRTA, growth management, and tourism. Knowing the demographics, the political landscape as well as the physical landscape is key, and ECI has that insight. Many issues are around for years, while others surface first for one Session. The individuals you choose to be the additional eyes, ears, and voice in Tallahassee should have the institutional knowledge that your current team has worked very hard in achieving.

2.2- Ability to establish, maintain and enhance working relationships between County elected officials and staff and the executive and legislative branches of the state government and relevant state agencies

We believe that our most effective resources are those relationships that we have formed over the years. We take pride in the fact that we have outstanding professional and personal relationships with Legislators from both parties and their staffs, the Governor's office, with Cabinet officers and staff, and with key decision makers in state agencies. This access is invaluable to Palm Beach County for any issue

that needs to be addressed.

Our team is uniquely situated by having a Tallahassee-based firm with an extremely active South Florida office, both equipped to respond to the County's needs. This dual presence allows constant visibility in both the southern and northern regions of the state. Our firm is also fortunate to have very good relationships with both sides of the political aisle, which allows ECI to represent our clients in a highly effective manner. Term limits have made it such that there is no longer an off-season from the legislative session. We spend the entire year in close contact with Legislators and their staff regarding interim projects, campaigns and possible legislation for the upcoming year. In addition, we continue to focus on leadership in both chambers, and of course, the strength of our tri-county delegations.

Our team has an excellent working relationship with the incoming Speaker of the House and Senate President. From the appointments made to date, we would mention that we have an outstanding working relationship with the House Majority Leader, Speaker Pro Tempore, House Rules Chair as well as the Senate Majority Leader, Senate President Pro Tempore and the Senate Rules Chair.

ECI values its professional reputation and has spent years cultivating trust-based relationships within Palm Beach County and state government. ECI has a solid professional relationship with each member, Republican and Democrat, of the Palm Beach County Delegation and their staff, many of whom are our personal friends. We also have a long-standing professional and personal relationship with the Palm Beach County's Legislative Director and Legislative Delegation's Executive Director. We are confident that each current member of the Delegation is extremely comfortable working with us. We also believe that being present at all times when decision makers and their staff are physically at the capital is vital to your representation. Knowing that we "live" at the Capitol during the Legislative Session is to the County's benefit. We believe that being present at all times when decision makers and their staff are physically at the capitol is vital to your representation.

We are sensitive to the challenges of representing a South Florida community in regards to having to sell our priorities and concerns to the many electeds from North Florida. There is a gentle balance that

comes from compromise and creativity along with institutional knowledge that we as your representatives in Tallahassee understand. For ECI, representing Palm Beach County is part of our internal and external identity. Legislators, agencies, and other staff continuously identify us with PBC and come to us as a resource for knowledge on County issues and a quick turnaround for information when time is of the essence and decisions are being made quickly in the fast-paced time frame during Session. The County's in-house government relations team utilize our solid relationships on a daily basis as issues arise. For example, ECI was not originally assigned to lobby for Film and TV Incentives for the County, however Candice's relationship with Chair Nancy Detert allowed the County access to a critical champion of the project. We here at ECI take pride that seasoned decision makers identify ECI with Palm Beach County and reach out to us for trustworthy information and respected ethical advice when taking into account the effects to Palm Beach County. We embrace the challenge of constantly educating new members of the Legislature and their staff on the history, demographics, lifestyle, environmental challenges and overall make-up of Palm Beach County.

ECI plays an active role during Palm Beach County days as a past sponsor, as well as attending all receptions where we are able to spend time with attendees from the business community, Commissioners, staff and electeds, in addition to the required meetings we help coordinate throughout the day.

ECI has also built a useful and respected network through FAPL (The Florida Association of Professional Lobbyists). FAPL was created to provide on-going training and professional development and is committed to promoting the highest ethical standards of professional conduct among its membership. As mentioned earlier, Dave Ericks is a pioneer member of the Association and Candice Ericks has served on its Board of Directors for several years. We regularly attend their continuing education seminars and events, allowing us to continue cultivating relationships with other interests that may ultimately affect Palm Beach County's Legislative agenda.

2.3 Method for communicating with and advising the County.

We believe that communication is the most valuable component of a client/lobbyist relationship and is the key to their mutual success. Insight and ongoing communication between the lobbyist and the client provides a better understanding of exactly what the client wants, allowing us to be successful in achieving the desired result. We are only a phone call, text, or email away from our clients at all times- whether in Session or out- and are committed to a philosophy of responsiveness.

ECI "lives" at the Capitol during legislative Session as does your in-house governmental relations team, therefore we collaborate multiple times a day. For those of us who have worked with the County for many years we build into our schedule a standing Tuesday in-person meeting during the Legislative Session. At these meetings, the discussion centers around all of PBC's legislative issues, challenges, additional assignments and cultivating strategies. As amendments are filed during Session, we will be in contact several times per day with staff for evaluation due to the urgency of the matter under consideration. At the close of Session, ECI will submit a thorough end-of-session report outlining the final action on the County's legislative agenda.

To further communication between the County and ECI, we will provide written reports and updates on a regular basis, during both the legislative session and the interim, on those issues and concerns identified by the County as well as developing initiatives of which we believe the County should be aware. ECI provides weekly written reports detailing all matters of interest to the County whether we are assigned to those issues or not. At the end of the Session, we provide a review of all that took place.

2.4 Overview of the project tasks and deliverables listed in the Section 4 – Scope of Work/Services [in RFP No. 15-008].

- A. ECI will continue to represent the COUNTY and the BOARD before the Florida Governor, Florida Legislature, Cabinet and state agencies.
- B. ECI will continue to secure funding for programs and projects which have been identified by the COUNTY as priorities, including proactive identification of new funding opportunities.
- C. ECI will continue to work closely with COUNTY Administration, the Director of Legislative Affairs and COUNTY staff in researching current issues and providing background information.
- D. ECI will continue to coordinate with COUNTY's State Delegation in gaining support for the COUNTY's legislative agenda; assist in drafting appropriate correspondence, scheduling briefings and meetings and identifying key state contacts.
- E. ECI will continue to provide technical assistance and guidance to the Director of Legislative Affairs in correspondence and reports.
- F. ECI will continue to identify key state contacts relating to specific COUNTY issues; propose and implement lobbying strategies to help support the COUNTY's state legislative agenda.
- G. ECI will continue to provide activity reports and periodic updates as directed by

LAD on pending legislation. For e.g., provide weekly written status reports during committee weeks and the annual Legislative Session and regular written status reports during other times of the year.

- H. ECI will continue to identify special interest groups which may be working for or against the COUNTY's best interests, and agencies or local governments which may be competing for specific grants or appropriations, and help align support for the COUNTY's position.
- I. ECI will continue to develop a schedule for research reports and other activities in order to meet state guidelines, standards and deadlines.
- J. ECI will continue to be available for weekly conference meetings during session and committee weeks and periodic calls outside of session, meetings with COUNTY staff in Tallahassee as needed, and an annual presentation to the BOARD to take place in Palm Beach County, Florida.

2.5 County resources which will be required to conduct the services.

Our price proposal is all encompassing. ECI will not utilize any County resources that would be additional to the in-house government relations team already on staff.

2.6 A description of the proposer's approach to the scheduling of work and prioritizing the County's request.

Our approach will be a informed and educated one. As your representatives, we will work closely with your in-house governmental relations staff (Todd Bonlarron) along with private and public community partners to create a strategic action plan focused on both short term and long term goals. Members of our team will continuously track legislation throughout Committee weeks and Session, monitoring all state legislative committee meetings and agency hearings prior to, during and after Session and testifying as needed.

ECI has offices in downtown Tallahassee and in Fort Lauderdale, Florida. ECI's Tallahassee office is one block from the Capital Complex. With downtown office space at a premium and time always of the essence, our close proximity to the capital provides our clients quick and convenient access to meeting facilities and office support

We are very much a hands-on organization and physically cover each committee meeting at which our clients' issues are discussed. During the Legislative Session we utilize interns from FSU's Communications and Political Science programs to supplement our efforts by assisting with bill tracking and copious note-taking to record committee actions and participant comments.

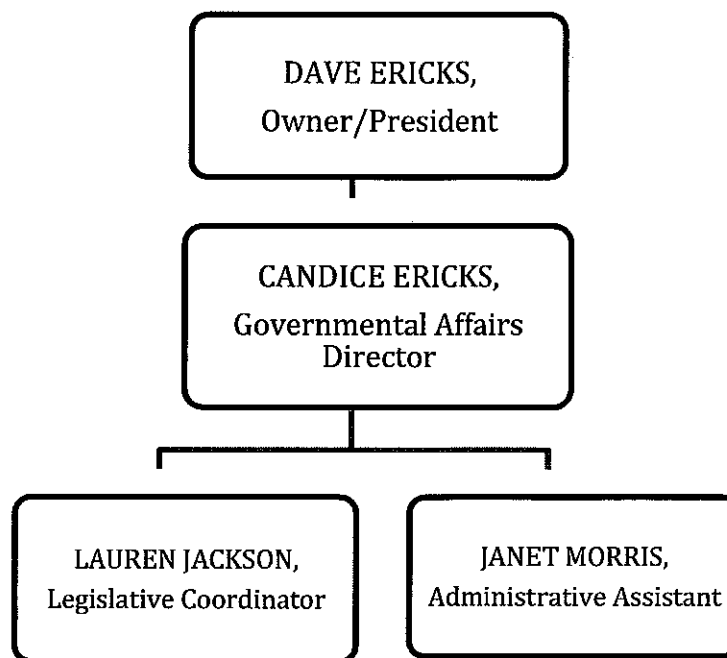
Palm Beach County has been extremely fortunate to have an amazing, well organized, efficient and effective in-house governmental relations team. They have continued through the years to give your outside lobby team the tools and flexibility to be successful in a world where representing local governments can be challenging. The way the Palm Beach County team has been set up is through assignments to each firm. Most issues have more than one firm assigned to one issue and usually by the end of Session we are all working on all the issues to push the County's priorities over the finish line.

We have successfully fostered solid, trust-based relationships with Legislative assistants, committee directors, staff, analysts and attorneys. These relationships are a key component for access to information that on a very short notice can and will affect a piece of legislation that Palm Beach County

may be effected by. We will continue to cultivate our current relationships and focus on the newly elected Representatives coming into the House and their staff.

SECTION 3: KEY PERSONNEL AND OPERATIONS

3.1- An Organizational Chart identifying the structure of firm



3.2- A list of the key personnel assigned to the project, identifying the primary contact with the County, and submit a complete resume detailing their experience, education, expertise, qualifications, and knowledge to provide the services outlined in Section 4 – Scope of Work/Services

The following list of five people is a comprehensive list of all personnel that would be assigned to the project, followed by a list of biographies for each person respectively.

Dave Ericks

Candice Ericks, **Prime Contact for the County**

Lauren Jackson

Janet Morris

DAVE ERICKS

(850)591-7550 dave@ericksconsultants.com

Dave Ericks is the founder of Ericks Consultants



Dave established Ericks Consultants Inc. in 1985. For more than 25 years, Dave has represented a multi-faceted group of clients, giving him a wide array of expertise in multiple subject areas, including the electric and telecommunication utilities, law enforcement, entertainment, health care, travel, corrections, solid waste, growth management, automobile, gaming and transportation industries; as well as in the many diverse issues facing county and city government entities on a day-to-day basis. Prior to founding Ericks Consultants, Dave served as the regional administrator and lobbyist for the 3M Corporation in Florida, Mississippi, Louisiana and Alabama.

Dave began his public service career at the Plantation Police Department, where he quickly moved through the ranks to Lieutenant and then transferred to Broward County Sheriff's as a Lt. Commander. Dave was elected as the President of the Fraternal Order of Police, negotiating their collective bargaining and lobbying legislative issues on their behalf (1980-1983). Dave went on to serve as the executive assistant to Sheriff Bob Butterworth, following his appointment as the head of the Department of Highway Safety and Motor Vehicles. In this role, Dave's primary assignment was lobbying for the agency's legislative priorities.

Dave is a pioneer member of the Florida Association of Professional Lobbyists, and has served as a board member of the Florida State Fair Authority and the Tallahassee Downtown Improvement Authority, serving as chairman for three years. He currently sits on the Tallahassee Airport Advisory Committee

Local Government current representation includes Broward County, City of Fort Lauderdale, City of Pembroke Pines, City of Plantation, City of North Lauderdale, City of Pembroke Pines, City of

Plantation, City of North Lauderdale, City of Coral Springs, City of Coconut Creek and the Town of Davie. Dave's corporate representation includes the AFL-CIO, Florida Sunshine Entertainment Association, Diplomat Properties Limited Partners, and Herzog Contracting. Additional clients include Broward Center for the Performing Arts, the Broward County Property Appraiser, Broward Health, the Everglades Foundation, the Seminole County Sheriff's Office, the South Florida Regional Transportation Authority, Tindall Hammock Irrigation and Soil Conservation District.

Dave is a graduate of Long Island University with a Bachelor of Arts in History and a graduate of Nova Southeastern University with a Master of Science in Criminal Justice. Dave is also a graduate of the F.B.I. Academy's Law Specialist School in Quantico, Va., and has taught as an adjunct professor at the Nova Southeastern University.

CANDICE D. ERICKS

(954)648-1204 candice@ericksconsultants.com

Candice D. Ericks is the Governmental Affairs Director of Ericks Consultants, Inc and will be the primary contact for Palm Beach County



Candice is a South Florida native. She spent the later part of her childhood growing up in Long Island, NY, where she graduated from Seaford High School in 1991 with honors. Candice then graduated with a Bachelors Degree from the School of Communication with a Public Relations degree from Florida State University in 1995. During her time at Florida State she took a semester off to intern for Senator Dudley from Fort Myers.

Candice returned to New York to start her professional career in Manhattan in corporate sales, specializing in outdoor advertising and temporary staffing. She returned to her roots in 1998 and opened up the South Florida office of Ericks Consultants, Inc. Over the years Candice has developed an extensive network of contacts and relationships within state and local governments, as well as the business community. Candice is now the President of Ericks Consultants and handles all of the managing aspects of its clientele. She has developed a broad expertise in numerous subject areas due to her hands-on strategic approach within the governmental relations world on both a state and local level.

Candice is active in many organizations throughout the community and on a state level. She is a longtime board member of the Florida Association of Professional Lobbyists, an organization committed to establishing and maintaining high standards for the lobbying profession. She is the immediate past board member of ChildNet, a not-for profit organization working to protect Broward and Palm Beach County's abused, neglected and abandoned children. She is also a board member of Broward Days, an independent non-profit and non-partisan group of people advocating for diverse needs and concerns of Broward County. Candice is also a Board Director for the Fort Lauderdale Chamber of Commerce and

currently serves on as their Vice President of Governmental Relations.

Local Government current representation includes Palm Beach County, Broward County, The City of Fort Lauderdale, the City of Pembroke Pines, the City of Plantation, the City of North Lauderdale, the City of Coral Springs, the City of Coconut Creek.

Corporate client representation includes JM Family Enterprises, the GEO Group, Florida Power and Light, American Marketing and Management, Gold Coast, United Healthcare and Waste Pro of Florida.

Additional clients include Broward Center for the Performing Arts, the Broward County Property Appraiser, Broward Health, the Everglades Foundation, the Seminole County Sheriffs Office, the South Florida Regional Transportation Authority, Tindall Hammock Irrigation and Soul Conservation District.

Candice graduated from the Leadership Broward's Class of XXV, an organization that seeks to prepare members for leadership roles in their community. She was also featured by Gold Coast Magazine as one of Broward County's leading young professionals "40 under 40" who were recognized for their professional and civic involvement.

Candice is also a certified Bikram Yoga instructor.

LAUREN JACKSON

(931)265-8999 lauren@ericksconsultants.com

**Lauren Jackson is an Associate at Ericks
Consultants, Inc.**



Lauren has been working as an associate lobbyist for Ericks Consultants, Inc. for the last two years.

Prior to working for the Ericks team, Lauren served on Senator Eilyn Bogdanoff's staff as her Broward County coordinator. Lauren also served as the Legislative Aide to Representative Evan Jenne, while he served as the House Minority Whip and Chair of the Broward County Legislative Delegation. As a result, she came to her current position with a working knowledge of both chambers and with relationships on both sides of the aisle.

Lauren began her career in the political world as an intern, serving as a legislative intern for National Strategies in Tallahassee, a legislative intern for Dutko Poole McKinley in Tallahassee, and a fundraising intern for Congressman Jim Matheson in Salt Lake City.

Prior to politics, Lauren worked for Youngs Market Company of Utah in Salt Lake City as an office clerk whose responsibilities included overseeing a four-state advertising program.

Lauren is a graduate of the University of Utah with a Bachelor of Arts in Political Science and a minor in campaign management. She is also a graduate of the Women's Campaign School at Yale University.

Despite her Utah ties, Lauren is a native of South Florida and was born in Palm Beach County.

JANET CLARK MORRIS

(850) 224-0880 janet@ericksconsultants.com

**Janet Clark Morris is the office manager for
Ericks Consultants and Adams St. Advocates.**

Janet has an in-depth knowledge of the operations
of the Florida Legislature and state government.



Janet retired from the Florida House of Representatives in 2006, as a senior legislative analyst for the House Committee on Business Regulation. In her capacity on committee staff, Janet was responsible for the analysis of legislation dealing with alcohol, tobacco, general business and all gaming venues, including lottery, pari-mutuels, slots, etc.

In November 2002, Florida's citizens voted for a constitutional amendment to prohibit smoking in all enclosed indoor workplaces. Janet was the lead analyst in the House charged with writing the enacting legislation. The smoke free law became effective July 1, 2003. During the many hours of discussion regarding enactment, Janet created a complex matrix to guide the committee in the establishment of a viable regulatory framework for the expanded prohibition.

The following year, Janet was the lead analyst in the House when writing the enacting legislation for the 2004 Constitutional Amendment authorizing the operation of slot machines in Broward and Miami-Dade Counties.

Prior to her service on the Business Regulation Committee, Janet served as an executive assistant to the Speaker of the House and House Majority Leader.

3.3- A description of the role of each staff member who will be responsible for performing the work in this project and monitoring the Contract.

Dave Ericks will act as advisor to the contract on specific areas of expertise.

Candice Ericks will act as the main contact for the County and principal overseer of the contract with the County. She will serve as the primary advocate on behalf of the overall strategy for the County's legislative priorities for ECI.

Lauren Jackson will provide support to Candice Ericks in the execution of all services required by the contract with the County as well as provide weekly written updates on all items of interest to the County during the Legislative Session.

Janet Morris will assist in coordinating schedules, meetings, invoices, and other important office management tasks.

3.4- The proposer shall identify projects of a similar nature in which each staff member has been involved.

The ECI team specializes in representing local governments in South Florida and each of our staff members performs their roles as outlined in Section 3.3 for all of our contracts with the exception of Dave acting as principal overseer at times and Candice acting as principle overseer at other times.

In addition to providing representation to Palm Beach County for over a decade, the ECI team currently represents SFRTA, Broward Health, Broward County, the City of Coconut Creek, the City of Coral Springs, the Town of Davie, the City of Fort Lauderdale, the City of North Lauderdale, the City of Plantation, the City of Pembroke Pines and the Broward County Property Appraiser.

3.5- A general statement of the proposer's current workload and the ability to incorporate our workload needs.

Due to the longevity of our client relationships, our workload has been consistent throughout the years. Since we have been part of Palm Beach County's contract for over a decade, we have continuously been successful in incorporating the Legislative workload directed by your Legislative Director.

ECI is a full service consulting/lobbying firm that acts as an extended arm of our clients in every aspect. Whether it is on a state, local or federal issue, ECI works closely with each client to identify their specific needs. Each client has unique assets and needs and has their own style for achievement reports and distribution of workload. Our experience and knowledge, combined with our strong relationships throughout the Legislature, allows us to cover a lot of ground within the legislative process. Our capabilities are supported by our expertise, years of fostering trust-based legislative relationships as well by an extremely seasoned Office Manager with 30 years of experience in the legislative process. We pride ourselves on efficient coordination and organization that allows us to handle numerous tasks for multiple clients simultaneously.

ECI takes full advantage of multiple electronic sources such as *LobbyTools*, for client research, bill tracking, news services and data management, which enable ECI to quickly provide up-to-date information on bills, amendments, committee meetings and breaking developments during the frantic days of session. We also utilize The Florida News Service which gives regular (morning, noon and evening) updates on what is happening in Florida on a political aspect. We also follow all elected officials on Twitter and Facebook, so we are as up-to-date as possible.

In addition to our firm's staff, we utilize interns from FSU's Communications and Political Science departments to assist in taking detailed notes of committee meetings and the Legislative Session and provide us with extra hands in carrying out day to day tasks during our periods of peak workloads.

SECTION 4: LOCATION

Proposer shall specify the location(s), including the complete physical address, where the work for this project will be performed, including work performed by subcontractors, if applicable. Points for location shall be determined by each Selection Committee member based upon the requirements of the project.

Proposer shall thoroughly explain its accessibility in the areas of availability for meetings, general communications, coordination, supervision and the scheduling of work based on section 4.4, item 10.

ECI is uniquely situated by having both a Tallahassee and South Florida office both equipped to respond to Palm Beach's needs. This dual presence allows constant visibility in both the southern and northern regions of the state.

Our Tallahassee office is located just blocks away from the Capitol. In our Tallahassee headquarters, we will perform all work during policy committee weeks, the Legislative Session, important Agency as well as rule making workshops and agency meetings that take place outside of the Legislative Session. Dave Ericks and Janet Morris are both located in the Tallahassee office full time.

Tallahassee Address:

205 S Adams St, Tallahassee, FL 32301

When the Legislature is not in Session, Candice and Lauren perform work in our South Florida Office located right off of Las Olas Boulevard in Downtown Fort Lauderdale. This location allows them to attend meetings in Palm Beach County and to be physically present in the County whenever required. Our South Florida office is located:

Fort Lauderdale Address:

333 N New River Drive East, Suite 2000, Fort Lauderdale FL 33301

We have always been available and attended any and all meetings that were coordinated by your in-house government relations staff. We attend all weekly Tuesday meetings during the Legislative Session as well as all local Delegation meetings which take place in the County.

CLOSING:

The length of our relationship with the County is indicative of our past performance. We feel strongly that our dedication and work ethic on behalf of Palm Beach County has shown not only the to the County Commission, staff, and members of the Palm Beach County Delegation but also to the decision-makers outside of the County. Palm Beach County's in-house governmental relations team is a well-oiled machine and we are proud that they have continued to have confidence in our firm to be part of the Palm Beach County family for all of these years and we look forward to continuing our relationship with the County for many more.



**REVISED APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 15-008/SC**

Page 1 of 2

The following price is submitted as the all inclusive firm fixed price to provide the Legislative Affairs Department with State Lobbyist Services for the issues marked with "X" below in accordance with the Requirements/Scope of Work/Services set forth in this RFP document.

Item	ISSUES	Mark "X"
A.	Economic Development Legislative Priorities	X
B.	Budget & Taxation Policy Legislative Priorities	X
C.	Environmental/Natural Resources Legislative Priorities and Support Issues	X
D.	Transportation & Infrastructure Legislative Priorities	X
E.	Public Safety Legislative Priorities and Support Issues	X
F.	Health & Human Services and Healthcare Legislative Priorities and Support Issues	X
G.	Consumer Services Legislative Priorities	X
H.	Local Government/Administrative Legislative Priorities	X
I.	Educational Legislative Priorities	X
J.	Agriculture	X

TOTAL PROPOSED ANNUAL PRICE: \$ 35,000

The Total Proposed Annual Price shall remain fixed for the term of the Contract and the four (4) one (1) year renewal options, if exercised.

The Proposer certifies by signature below the following:

- a. This price is current, accurate complete, and is presented as the Total Price, including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.
- b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFP.

**REVISED APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 15-008/SC**

Page 2 of 2

- c. This Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
- d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the County.

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.

NAME (PRINT): DAVID L. ERICKS

TITLE: PRESIDENT

COMPANY: ERICKS CONSULTANTS, INC.

* ADDRESS: 205 SOUTH ADAMS ST

CITY/STATE/ZIP: TALLAHASSEE, FL 32301

TELEPHONE NO. 850-224-0880 or 954-648-1204

SIGNATURE: 

* WITH OFFICES AT: 333 N. NEW RIVER DRIVE EAST
SUITE 2000
FT. LAUDERDALE, FL 33301

**REVISED APPENDIX B
BUSINESS INFORMATION
RFP NO. 15-008/SC**

Full Legal Name of Entity: ERICKS CONSULTANTS, INC.
(Exactly as it is to appear on the Contract/Agreement)

* Entity Address: 205 SOUTH ADAMS ST.
TALLAHASSEE, FL 32301

Telephone Number: (850) 224-0880 Fax Number: (850) 224-5971

Form of Entity

- ☒ Corporation
☐ Limited Liability Company
☐ Partnership, General
☐ Partnership, Limited
☐ Joint Venture
☐ Sole Proprietorship

Federal I.D. Number: 59-2722222

(1) If Proposer is a subsidiary, state name of parent company.

N/A

Caution: All information provided herein must be as to Proposer (subsidiary) and not as to parent company.

(2) Is Entity registered to do business in the State of Florida? Yes ☒ No ☐

If yes to the above, as of what date? 5/5/89

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: [Signature]

NAME (PRINT): DAVID L. ERICKS

TITLE: PRESIDENT

COMPANY: ERICKS CONSULTANTS, INC.

* 333 N. NEW RIVER DR EAST
SMITE 2000
FT. LAUDERDALE, FL 33304B

REVISED APPENDIX C
SBE SCHEDULES 1, 2, 3(A), & 4
RFP NO. 15-008/SC

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: _____

PROJECT NO. OR BID NO.: _____

NAME OF PRIME BIDDER: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO.: _____ FAX NO.: _____

BID OPENING DATE: _____

USER DEPARTMENT: _____

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE Minority Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)							
Total			_____	_____	_____	_____	_____

Total Bid Price \$ _____

Total SBE-M/WBE Participation Dollar Amount or Percentage of Work _____

I hereby certify that the above information accurate to the best of my knowledge: _____
Signature Title

- Note:
- 1.The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount or percentage under the appropriate category.
 3. M/WBE information is being collected for tracking purposes only.

Revised 9/7/2011

OSBA SCHEDULE 2[✓]
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: _____ PROJECT NAME: _____

TO: _____
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise _____

Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage

at the following price or percentage _____
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage _____
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

(Print name of SBE-M/WBE Subcontractor)

By: _____
(Signature)

(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Revised 10/11/2011

Date: _____

**OSBA Schedule 3(A) ✓
PROFESSIONAL SERVICES ACTIVITY REPORT**

Project No.: _____

Task Authorization No: _____

REPORTING PERIOD: _____

Prime Consultant Address: _____

City/State: _____ Zip _____

Contact Person: _____ Phone # _____

Contract Name: _____

Contract Term: _____ Contract Amount \$ _____

Total Percentage performed by the Prime's Firm: _____ SBE-M/WBE Firm: _____

Service Type: Architectural _____ Engineering _____ Surveying _____

Other (Specify) _____

Have Sub-Consultants completed work with its own workforce for this application?

Yes _____ No _____

Note: If yes, complete below:

SUB-CONSULTANTS

1. Firms Name: _____
Address/Tel: _____
Estimated Start Date: _____ Contract Amount: _____
SCOPE OF WORK: _____
Percentage/Hrs Completed: _____ Amount Paid To Date _____

2. Firm's Name: _____
Address//Tel: _____
Estimated Start Date: _____ Contract Amount: _____
SCOPE OF WORK: _____
Percentage/Hrs Completed: _____ Amount Paid To Date _____

3. Firm's Name: _____
Address/Tel: _____
Estimated Start Date: _____ Contract Amount _____
SCOPE OF WORK: _____
Percentage/Hrs Completed: _____ Amount Paid To Date _____

I certify that the above is true to the best of my knowledge

Signature/Title

Revised 9/7/2011

OSBA SCHEDULE 4 ✓ - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that _____ received
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of \$ _____ . _____

On _____ - _____ - _____ from _____
MM DD YYYY (Prime Contractor Name)

For labor and/or materials used on _____ / _____
(Project Name) (Work Order)

DEPT.: _____ PROJECT NO.: _____

PRIME CONTRACTOR VENDOR CODE: _____

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: _____

=====

If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor provided on this project, please provide the following information:

*Subcontractor Name: _____ Amount to be paid: _____

*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.

=====

By: _____
(Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____

By: _____

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known _____ OR Produced Identification _____ Type of Identification _____

REVISED APPENDIX D

DRUG-FREE WORKPLACE CERTIFICATION

RFP NO. 15-008/SC

IDENTICAL TIE PROPOSALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie proposals are received from vendors who have not submitted with their proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie proposals.

This Drug-Free Workplace Certification form must be executed and returned with the attached proposal, and received on or before time of proposal opening to be considered. The failure to execute and/or return this certification shall not cause any proposal to be deemed non-responsive.

Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through Implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by DAVID L. ERICKS the
(Individual's Name)
PRESIDENT of ERICKS CONSULTANTS INC.
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.


Signature

11/12/14
Date



November 12, 2014

Sharon Cushnie
Senior Buyer – Purchasing Department
Palm Beach County Board of County Commissioners
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

In Re: RFP No. 15-008/SC

Dear Ms. Cushnie,

This letter is to affirm that our company policy conforms to the County's non-discrimination policy as set forth per Resolution R-2014-1421. Further, Ericks Consultants commits to adopt any future amendment to the County non-discrimination policy.

If you have any questions concerning our commitment to fair and equal treatment of our employees, please do not hesitate to call me.

Sincerely,

A handwritten signature in dark ink, appearing to read "D. Ericks", with a long, sweeping horizontal line extending to the right.

David L. Ericks
President

WITH OFFICES IN FORT LAUDERDALE AND TALLAHASSEE

333 NORTH NEW RIVER DRIVE EAST
SUITE 2000B
FORT LAUDERDALE, FL 33301
954-765-1207
954-765-1224 FAX

205 SOUTH ADAMS STREET
TALLAHASSEE, FL 32301
850-224-0880
850-224-5971 FAX

AMENDMENT No. 1

DATED: November 6, 2014

Palm Beach County Purchasing Department
50 South Military Trail, Suite 110, West Palm Beach, FL 33415

RFP No. 15-008/SC

Title: State Lobbyist Services

Request for Proposal Due Date: November 18, 2014

This Amendment is issued to provide additional information and clarification to the RFP document:

A. Proposers are advised of the following changes to the RFP:

1. The headings of APPENDICES A through E are corrected with the following REVISED APPENDICES A through D provided as Attachments to this Amendment:

Attachment 1	REVISED - APPENDIX A, PRICE PROPOSAL PAGES
Attachment 2	REVISED - APPENDIX B, BUSINESS INFORMATION
Attachment 3	REVISED - APPENDIX C, SBE SCHEDULES 1, 2, 3(A), & 4, RFP No. 15-008/SC. Proposers are advised to replace <u>only</u> ✓ <u>Page 49</u> , the cover page to the SBE Schedules; all SBE Schedules remain the same.
Attachment 4	REVISED - APPENDIX D, DRUG FREE WORKPLACE CERTIFICATION.

Proposers shall submit the Revised Appendices in place of the original Appendices.

B. Questions received from Ericks Consultants, Inc., and Legislative Affairs Department's responses:

- Q.1. Our firm would like to subcontract with one individual from another firm, but not the entire firm, to work with us on a few specific items of interest to the county [e.g. *Joe Lunchbucket, Partner with Acme Products*]. Is such contractual relationship allowed? That individual, nor his firm, does not qualify as a small business enterprise. If such a subcontractor is allowed, what information from that subcontractor should be submitted with our response, e.g., may we show his "experience, qualifications, background and references" etc. along with our response under that heading or must we submit a separate document for him that basically mirrors our response? It makes sense for us to include/merge all of his qualifications, etc. within our response since we would be working as a team.

- A.1. The County would consider your firm as the proposer submitting a proposal that includes the individual as a subcontractor. The proposer should include in its proposal the subcontractor's specific skills, knowledge, experience, qualifications and references, etc., under the corresponding headings of the RFP. It should be noted if the subcontractor(s) is from a different firm.
- Q.2. Do we need to submit a Certificate of Insurance from that individual's firm along with the one submitted from our firm, or does our insurance cover a subcontractor in this instance?
- A.2. Ultimately, the proposer/primary contractor responding to this RFP is responsible for the Contract and any issues that arise. However, it would be in the best interests of both the proposer and the County to require any subcontractor(s) to meet the same insurance requirements as the proposer including naming the County as an Additional Insured. The proposer's certificate of insurance will be required prior to the County executing the Contract.
- Q.3. Third, our assumption is that Schedules 1, 2, 3A and 4 will not need to be completed since we are not engaging a SBE; is that assumption correct?
- A.3. Proposer does not need to complete Schedules 1, 2, 3A and 4 if proposer's firm is not an SBE and you are not engaging an SBE subcontractor.

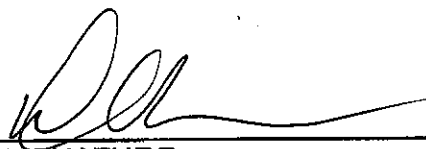
All changes addressed in this Amendment No. 1 shall be incorporated into RFP No. 15-008/SC and the final contract. All other terms and conditions of the RFP remain the same and unchanged.

NOTE: Please acknowledge receipt of this Amendment No. 1 by signing below and returning this page with your Proposal Response. Each Amendment to the RFP shall be signed by an authorized agent and submitted with the proposal or the proposal shall be deemed non-responsive.


Donna Pagel, Purchasing Manager

ACKNOWLEDGMENT:

ERICKS CONSULTANTS, INC.
COMPANY NAME


SIGNATURE

11/12/14
DATE



CERTIFICATE OF LIABILITY INSURANCE

ERICK-1

OP ID: RN

DATE (MM/DD/YYYY)

11/12/14

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 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 Baker-Harris Ins. Agency, Inc. 1634-C Metropolitan Blvd Tallahassee, FL 32308 Baker-Harris Insurance	850-386-1420 850-385-3218	CONTACT NAME: Dave Ericks PHONE (A/C, No, Ext): 850-224-0880 FAX (A/C, No): 850-224-5971 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Old Dominion Insurance Company INSURER B: Landmark American Ins Co INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 40231
INSURED Ericks Consultants Inc. P. O. Box 10131 Tallahassee, FL 32301-1013			

COVERAGES

CERTIFICATE NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			BPG06301	08/18/14	08/18/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ EXC GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BPG06301	08/18/14	08/18/15	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	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			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab			LHR743972	03/05/14	03/05/15	Per Claim 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

PALMBEA

Palm Beach County
 Contract Management Dept
 FAX: 561-355-3982
 301 N Olive Ave, 121 FLR
 West Palm Beach, FL 33401

CANCELLATION

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
 Baker-Harris Insurance

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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name****Florida Profit Corporation**

ERICKS CONSULTANTS, INC.

Filing Information

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Principal Address205 S ADAMS ST
TALLAHASSEE, FL 32301

Changed: 01/22/1998

Mailing AddressPost Office Box 10131
TALLAHASSEE, FL 32302

Changed: 02/24/2014

Registered Agent Name & AddressERICKS, DAVID
205 S ADAMS ST
TALLAHASSEE, FL 32301

Name Changed: 07/09/1986

Address Changed: 02/14/1997

Officer/Director Detail**Name & Address**

Title P

ERICKS, DAVID
205 S ADAMS ST
TALLAHASSEE, FL 32301

Title ST

ERICKS, CANDICE
205 S ADAMS ST
TALLAHASSEE, FL 32301

Annual Reports

Report Year	Filed Date
2012	02/26/2012
2013	03/25/2013
2014	02/24/2014

Document Images

02/24/2014 -- ANNUAL REPORT	View image in PDF format
03/25/2013 -- ANNUAL REPORT	View image in PDF format
02/26/2012 -- ANNUAL REPORT	View image in PDF format
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04/10/2006 -- ANNUAL REPORT	View image in PDF format
04/25/2005 -- ANNUAL REPORT	View image in PDF format
04/26/2004 -- ANNUAL REPORT	View image in PDF format
04/21/2003 -- ANNUAL REPORT	View image in PDF format
04/22/2002 -- ANNUAL REPORT	View image in PDF format
04/17/2001 -- ANNUAL REPORT	View image in PDF format
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03/10/1999 -- ANNUAL REPORT	View image in PDF format
10/19/1998 -- ANNUAL REPORT	View image in PDF format
01/22/1998 -- ANNUAL REPORT	View image in PDF format
02/14/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format

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State of Florida, Department of State

**CONTRACT FOR
STATE LOBBYIST SERVICES
(Contract No. 15-008/SC-4)**

This Contract No. 15-008/SC-4 is made as of this _____ day of _____, 2015, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Foley and Lardner LLP, 111 North Orange Avenue, Suite 1800, Orlando, FL 32801-2386, a limited liability partnership, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT's responsibility under this Contract is to provide state lobbyist services to the Legislative Affairs Department in accordance with Exhibit A, Scope of Work/Services, and Exhibit B, CONSULTANT's proposal dated November 17, 2014, and Exhibit C, Non-Discrimination Policy, all of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Todd Bonlarron, Director, Legislative Affairs Department, telephone number (561) 355-3451 or designee.

The CONSULTANT's representative/liaison during the performance of this Contract shall be Jonathan P. Kilman, Partner, telephone number (470) 244-3256.

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibit A, Scope of Work/Services; (2) the provisions of RFP No. 15-008/SC-4 and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit B, CONSULTANT's proposal dated November 6, 2014, and Exhibit C, Non-Discrimination Policy; and (4) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 - SCHEDULE

The CONSULTANT shall commence services on January 13, 2015, and complete all services by January 12, 2016, with four (4) one (1) year options for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

ARTICLE 4 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, shall not exceed a total contract amount of Thirty-Five Thousand Dollars and no cents (\$35,000.00).

The CONSULTANT will bill the COUNTY on a monthly basis for equal monthly payments of Two Thousand Nine Hundred Sixteen Dollars and Sixty-Seven Cents (\$2,916.67) for eleven (11) months and Two Thousand Nine Hundred Sixteen Dollars and Sixty-Three Cents (\$2,916.63) for the twelfth (12th) month for the annual amount set forth in Exhibit B for services rendered toward the completion of the Scope of Work/Services. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT's final/last billing to the COUNTY. This shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONSULTANT.

ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 6 within three (3) years following final payment.

ARTICLE 7 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
4. Continue and complete all parts of the work which have not been terminated.

ARTICLE 8 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT's key personnel, as may be listed in Exhibit B, attached hereto and incorporated herein, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

ARTICLE 9 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT, CONSULTANT's employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The CONSULTANT is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R-2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT: 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 10 - SMALL BUSINESS ENTERPRISES SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project, the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

- A. The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.
- B. The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.
- C. The CONSULTANT incorporates Schedule 1 List of proposed SBE-M/WBE Prime/Subcontractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, percentage and/or dollar value of the SBE-M/WBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE-M/WBE sub-consultants on Schedule 1 agreeing to perform the contract at the listed percentage and/or dollar value.

The CONSULTANT understands that each SBE firm utilized on this contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

- D. The CONSULTANT understands that it is the responsibility of the department letting the contract and the Office of Small Business Assistance (OSBA) to monitor compliance with the SBE Ordinance requirements. In that regard, the CONSULTANT agrees to furnish progress payment reports to both parties on the progress of the SBE-M/WBE participation on each pay application submitted.
- E. The CONSULTANT further agrees to provide OSBA with a copy of their contract with the SBE sub-consultant or any other related documentation upon request.
- F. After contract award, the successful CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the proposed SBE percentages submitted with the proposal. Requests for

substitutions must be submitted to the department issuing the Request for Proposal and the OSBA.

- G. The CONSULTANT understands that it is prohibited from making any agreements with an SBE in which the SBE promises not to provide sub consultant quotations to other proposers or potential proposers.
- H. The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 11 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 12 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

ARTICLE 13 - INSURANCE REQUIREMENTS

It shall be the responsibility of the CONSULTANT to provide initial evidence of the following minimum amounts of insurance coverage to:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

Subsequently, the CONSULTANT shall, during the term of the Contract, and prior to each renewal thereof, provide such evidence to ITS at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

The CONSULTANT shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of the Contract. The requirements contained

herein, as well as COUNTY's review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract. CONSULTANT agrees to notify the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. Further, CONSULTANT shall agree that all insurance coverage required herein shall be provided by CONSULTANT to COUNTY on a primary basis.

- A. **Commercial General Liability:** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Business Auto Liability:** CONSULTANT shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONSULTANT owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the CONSULTANT indicating either the CONSULTANT does not own any vehicles, and if vehicles are acquired throughout the term of the contract, CONSULTANT agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- C. **Workers' Compensation Insurance & Employer's Liability:** CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- D. **Professional Liability:** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims -

made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

- E. **Additional Insured Clause:** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County as an Additional Insured.
- F. **Waiver of Subrogation:** CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- G. **Certificates of Insurance:** Within forty-eight (48) hours of the COUNTY's request to do so, the CONSULTANT shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. During the term of the Contract and prior to each subsequent renewal thereof, the CONSULTANT shall provide this evidence to ITS at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage.
- H. **Umbrella or Excess Liability:** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance,

including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 14 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 16 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

ARTICLE 17 - CONFLICT OF INTEREST

The CONSULTANT 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 or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. The CONSULTANT

further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 18 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONSULTANT's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 19 - ARREARS

The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 22 - CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract 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 the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23 - PUBLIC RECORDS, ACCESS AND AUDITS

The CONSULTANT shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such

records as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

Notwithstanding anything herein to the contrary, as provided under Section 119.0701, F.S., where the CONSULTANT: **(i) provides a service and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S.**, the CONSULTANT is required to:

- 1) maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service;
- 2) provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided by Florida 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; and
- 4) meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure of the CONSULTANT to comply with these requirements shall be a material breach of this Contract.

ARTICLE 24 - NON-DISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

Prior to execution of a contract with the COUNTY, the CONSULTANT shall submit a copy of its non-discrimination policy, which shall be consistent with the non-discrimination requirements as set forth above per Resolution R-2014-1421, as may be amended. In the event that the CONSULTANT does NOT have a written non-discrimination policy, the CONSULTANT shall sign and submit to the COUNTY a statement affirming that its non-discrimination policy conforms to the commitments set forth herein.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at

all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

ARTICLE 29 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 30 - NOTICE

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kathleen M. Scarlett, Director
Purchasing, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

With a copy to:

Todd J. Bonlarron, Director
Palm Beach County - Legislative Affairs Department
301 North Olive Avenue, Suite 1101
West Palm Beach, FL 33405

If sent to the CONSULTANT, notices shall be addressed to:

Jonathan P. Kilman, Partner
Foley & Lardner LLP
111 North Orange Avenue, Suite 1800
Orlando, FL 32801-2386

ARTICLE 31 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 29 - Modifications of Work.

ARTICLE 32 - REGULATIONS; LICENSING REQUIREMENTS:

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and

collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Mayor of the Board County Commissioners of Palm Beach County, Florida, on behalf of the COUNTY, and the CONSULTANT have executed this Contract on the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

WITNESSES:

CONSULTANT:

Signature

FOLEY & LARDNER LLP
Company Name

Name (type or print)

BY: _____
Signature

Signature

Jonathan P. Kilman,
Typed Name

Name (type or print)

Partner
Title

(corp. seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS:

By: _____
Department Director

EXHIBIT A
SCOPE OF WORK/SERVICES
Contract No. 15-008/SC-4

1. PURPOSE

CONSULTANT shall represent Palm Beach County (COUNTY), work collaboratively with the County Commission, County Administrator and key staff members to represent the interests of the COUNTY and assist the Legislative Affairs Department (LAD) in interests before the Florida Legislature, its committees and members, and the Executive branch of the state government including the Governor, Cabinet and state agencies. The CONSULTANT shall assist LAD in monitoring legislative, executive and regulatory activity at the state government level.

2. HISTORY AND BACKGROUND

According to the 2010 Census, Palm Beach County has a base population of 1,320,134, making it the third largest county in Florida behind Miami-Dade (2.49 million) and Broward (1.74 million). About 55 percent of Palm Beach County residents live in one of 38 municipalities, the remaining 587,844 living in unincorporated areas.

Not counting Lake Okeechobee (which covers 488,000 acres), Palm Beach County covers 1,971 square miles of land and is larger than two states: Rhode Island and Delaware. The County stretches along 45 miles of the Atlantic Ocean with urban areas to the east and more rural/agricultural areas to the west.

The three major multibillion-dollar industries in Palm Beach County are tourism, construction and agriculture. There are also many high-tech industries such as bioscience that contribute to the growing economy.

For nearly 20 years, the County has contracted with firms for professional lobbying services in order to successfully negotiate legislation and appropriation requests that benefit the diverse needs of the County. Given the large population and land mass of the County combined with the size of our neighbors to the South – Broward and Miami-Dade, the County's professional lobbying needs are demanding. Currently, the COUNTY has five state professional lobbying firms representing it with each firm being paid an annual contract amount of \$35,000.

The COUNTY currently monitors the following State of Florida issues:

A. ECONOMIC DEVELOPMENT LEGISLATIVE PRIORITIES

1. Glades Regional Initiatives
2. Expansion of Gaming at Pari-Mutuel Facilities
3. Film and Television Incentive Program
4. Scripps and Biomedical Research Funding

B. BUDGET & TAXATION POLICY LEGISLATIVE PRIORITIES

1. Unfunded Mandates/Medicaid Cost Shifts
2. Article V
3. Internet Sales Tax

C. ENVIRONMENTAL/NATURAL RESOURCES LEGISLATIVE PRIORITIES

1. Lake Region Water Infrastructure Improvement Projects
2. Lake Worth Lagoon Initiative
3. Beach and Inlet Management Project Appropriations:
4. Freshwater Lake Restoration
5. Estuarine Restoration
6. Renewable Energy/ South Florida Climate Change Compact

SUPPORT ISSUES

1. Loxahatchee River Preservation Initiative
2. Everglades Restoration and Florida Forever
3. S-155 Control Structure Reconfiguration
4. Department of Environmental Protection – Beach Funding & Permitting
5. Water Resource Development Funding
6. Regulatory Flexibility/Affordability
7. Alternative Water Supply Funding
8. Assault on Utility Workers
9. Sustainable Water Use Permit and Incentives
10. Reclaimed Water Use for Agricultural Purposes
11. Maintain Funding for the State Petroleum Cleanup Program
12. Maintain Funding for the Petroleum Storage Tank Compliance Local Programs
13. Florida Recreation Development Assistance Program

D. TRANSPORTATION & INFRASTRUCTURE LEGISLATIVE PRIORITIES

1. Flood Prevention
2. Growth Management and Infrastructure
3. Rail Service on the FEC Corridor
4. DMV Facility Service/Mounts Botanical Gardens

E. PUBLIC SAFETY LEGISLATIVE PRIORITIES

1. Regional Juvenile Detention Center & Juvenile Assessment Center Replacement
2. Adjustment to the State/County Shared Detention Center Cost Split
3. Sober Homes
4. Pre-Trial Release
5. Reentry for Non-Violent Offenders
6. Regain Local Ability For Limited Gun Regulation
7. Mental Health Funding Pilot Program
8. Fireworks
9. Emergency Medical Drug Shortage
10. Domestic Violence
11. Lifeguard Certification and Training
12. Animal Care And Control Legislation

13. Waiver of Public Record Fees for Criminal Justice Commissions
14. Marchman Act Revisions

SUPPORT ISSUES

1. Emergency Preparedness Issues
2. Juvenile Justice – Florida Statute 985 Rewrite
3. Funding for Enhanced Lighting in High Crime Areas
4. Florida SERT (State Emergency Response Team)

F. HEALTH & HUMAN SERVICES AND HEALTHCARE LEGISLATIVE PRIORITIES

1. Transportation Disadvantaged Programs
2. Homelessness
3. Affordable Housing
4. Public Records Exemption for Homeless Point in Time Count Identifying Data
5. Child Welfare

SUPPORT ISSUES

1. Retinoblastoma
2. Sickle Cell Anemia Screening

G. CONSUMER SERVICES LEGISLATIVE PRIORITIES

1. Towing Bill

H. LOCAL GOVERNMENT/ADMINISTRATIVE LEGISLATIVE PRIORITIES

1. Value Adjustment Board
2. Henry Flagler Bill

I. EDUCATION LEGISLATIVE PRIORITIES

1. State Library Funding
2. Florida Atlantic University Funding
3. Cultural Facilities Funding
4. Signage at Public Schools –Local Bill
5. Elimination of School Readiness Wait List/Expand Early Learning Coalition Subsidized Childcare

J. AGRICULTURE

1. Farm to School Programs
2. Gleaning

3. CONSULTANT'S RESPONSIBILITIES

- A. The CONSULTANT shall, at a minimum, possess the following qualifications: 1) a strong working knowledge of state legislative, administrative and regulatory processes; 2) a clear understanding of large urban areas as well as large agricultural areas, including specific knowledge of Palm Beach County; 3) a history of successful state lobbying experience; and 4) a clear strategy for representing the COUNTY.

- B. The CONSULTANT shall work closely with the Palm Beach County Board of County Commissioners (BOARD), County Administration and key staff members to accomplish the COUNTY's state legislative agenda.
- C. The CONSULTANT must have positive, established, on-going relationships with key policymakers, decision makers and elected officials within the Palm Beach County Legislative Delegation, as well as key members of the Legislative branch, Governor's office, Cabinet and state agencies.
- D. The CONSULTANT shall effectively present and represent the COUNTY's State Legislative Agenda to Representatives, Senators and Members of the Executive branch (including the Governor, Cabinet and state agencies) in a direct lobbying effort on behalf of the COUNTY.
- E. The CONSULTANT shall assist with identifying and prioritizing agenda items and aggressively acting to obtain appropriations for various projects within the COUNTY as well as focusing on legislative issues that may impact the powers of local government.
- F. The CONSULTANT shall have the responsibility of providing the COUNTY with weekly written status reports during Committee weeks and the annual Legislative Session, regular written status reports during other times of the year as directed by LAD, and shall provide presentations before the BOARD and senior staff at the conclusion of the annual Legislative Session and as otherwise requested

4. SERVICES

CONSULTANT shall provide services to include, but are not limited to the following:

- A. Represent the COUNTY and the BOARD before the Florida Governor, Florida Legislature, Cabinet and state agencies.
- B. Secure funding for programs and projects which have been identified by the COUNTY as priorities, including proactive identification of new funding opportunities.
- C. Work closely with COUNTY Administration, the Director of Legislative Affairs and COUNTY staff in researching current issues and providing background information.
- D. Coordinate with COUNTY's State Delegation in gaining support for the COUNTY's legislative agenda; assist in drafting appropriate correspondence, scheduling briefings and meetings and identifying key state contacts.
- E. Provide technical assistance and guidance to the Director of Legislative Affairs in correspondence and reports.

- F. Identify key state contacts relating to specific COUNTY issues; propose and implement lobbying strategies to help support the COUNTY's state legislative agenda.
- G. Provide activity reports and periodic updates as directed by LAD on pending legislation. For e.g., provide weekly written status reports during committee weeks and the annual Legislative Session and regular written status reports during other times of the year.
- H. Identify special interest groups which may be working for or against the COUNTY's best interests, and agencies or local governments which may be competing for specific grants or appropriations, and help align support for the COUNTY's position.
- I. Develop a schedule for research reports and other activities in order to meet state guidelines, standards and deadlines.
- J. The CONSULTANT shall be available for weekly conference meetings during session and committee weeks and periodic calls outside of session, meetings with COUNTY staff in Tallahassee as needed, and an annual presentation to the BOARD to take place in Palm Beach County, Florida.

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EXHIBIT B
CONSULTANT'S PROPOSAL DATED November 17, 2014
Contract No. 15-008/SC-4
(48 Pages)

EXHIBIT C
NON-DISCRIMINATION POLICY
Contract No. 15-008/SC

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All proposers doing business with Palm Beach County, Florida are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event a proposer does not have a written non-discrimination policy, such proposer shall be required to sign a statement affirming its non-discrimination policy is consistent with Palm Beach County's policy.

Check one:

- () Proposer hereby acknowledges that it **does not** have a written non-discrimination policy and **affirms by signing below** that its non-written non-discrimination policy is in conformance with Palm Beach County's Resolution R-2014-1421, as may be amended.

PROPOSER:

Company Name

Signature

Name (type or print)

Title

OR

- () Proposer hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

NOTE:

Proposer's failure to either: (i) have a written or non-written non-discrimination policy in conformance with Palm Beach County's policy set forth above; **or** (ii) provide Palm Beach County, with the information set forth above, will render proposer non-responsive.

Proposer shall notify Palm Beach County in the event it no longer maintains a written or non-written non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

Response to Request for Proposal

Prepared for
Palm Beach County

November 18, 2014



November 17, 2014

Via FedEx

Ms. Sharon Cushnie
Senior Buyer
Palm Beach County
Board of County Commissioners
Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, Florida 33415
RFP No. 15-008/SC

Re: Response to Request for Proposal for State Lobbyist Services

Dear Ms. Cushnie:

Foley & Lardner LLP (Foley) is pleased to submit the accompanying response to serve as a lobbying consultant on behalf of Palm Beach County (the County). We have worked alongside the County for several years, and we are eager to continue put our knowledge and relationships to use in providing exceptional service to the County.

Our proposal offers a seasoned and committed team of professionals, and cost-effective and efficient representation based on our understanding of your requirements and objectives. This, coupled with our history of working with the County and other national clients, positions us to hit the ground running. We will leverage our wide-ranging public affairs experience in Florida to thoroughly address the County's needs.

We hope the depth and breadth of our experience in the specified areas, the qualifications of our professional lobbying team, and our statewide presence and cost-effective approach will convince you that Foley is the best provider to meet the consulting needs of the County.

Integrity, client service, and the highest ethical standards are at the heart of how we do business at Foley. We thank you for the opportunity to present our qualifications. If you should have any questions or need further information, please feel free to contact me.

BOSTON
BRUSSELS
CHICAGO
DETROIT

JACKSONVILLE
LOS ANGELES
MADISON
MIAMI

MILWAUKEE
NEW YORK
ORLANDO
SACRAMENTO

SAN DIEGO
SAN FRANCISCO
SHANGHAI
SILICON VALLEY

TALLAHASSEE
TAMPA
TOKYO
WASHINGTON, D.C.



FOLEY & LARDNER LLP

RFP No. 15-008/SC

November 17, 2014

Page 2

Sincerely,

A handwritten signature in black ink, appearing to read 'Jonathan P. Kilman'.

Jonathan P. Kilman

Partner

Foley & Lardner LLP

111 North Orange Avenue

Suite 1800

Orlando, Florida 32801-2386

106 East College Avenue

Suite 900

Tallahassee, FL 32301

One Biscayne Tower

2 South Biscayne Boulevard

Suite 1900

Miami, FL 33131

470.244.3256 TEL

407.648.1743 FAX

jkilman@foley.com EMAIL

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Technical Proposal

3.1 Experience/Qualifications/Background/References Information

3.1.1 LOBBYING EXPERIENCE WITH GOVERNMENTAL ENTITIES

BACKGROUND

With over 40 years of combined experience in executive and legislative branch lobbying, the Foley team is well positioned to meet the needs of the County. Specifically, three of our team members each have over a decade of lobbying experience: **Jonathan Kilman (12 years)**, **Erika Alba (13 years)**, and **Christian Caballero (11 years)**. Our clients' interests are as diverse as the County's needs, including economic development, health and human services, and transportation, both from a policy and an appropriations perspective.

QUALIFICATIONS

We believe that the Foley team represents a unique and complementary aggregation of knowledge, experience, and insight. Specifically:

- » **Jonathan Kilman** served in a senior gubernatorial advisory role to a recent Florida Governor to develop high-level public policy and has regularly crafted public policy on behalf of entire industries. Most recently, Mr. Kilman successfully negotiated an economic development package for the film and entertainment industry that was a priority for the County.
- » **Paul Lowell** served in senior health care and education leadership roles in the executive and legislative branches of Florida and is considered an expert in education and health care policy and appropriations. Mr. Lowell has advised County staff and members of the County Commission on an array of significant health care issues, including hospital lien laws, the Marchman Act, and Medicaid.



» **Erika Alba** has extensive legislative and regulatory experience in her government affairs practice and has represented a variety of clients before the Florida Legislature, Governor, Attorney General, and Chief Financial Officer. Among her current clients is the Jacksonville Electric Authority (JEA), a municipal utility.

» **Christian Caballero** was previously a White House Fellow, the Deputy Director of Cabinet Affairs for Governor Jeb Bush, and the Chief of Staff for the Florida Department of Juvenile Justice. Mr. Caballero has a vast network of relationships at the state and federal levels of government.

» **Jon Yapo** has provided campaign advice and counsel to Florida's political leaders for over a decade. Mr. Yapo's statewide network of relationships makes him a go-to resource for accessing and influencing many of Florida's political leaders.

The Foley team has substantial experience in successfully developing, positioning, and advocating for public policy and appropriations issues before the legislative and executive branches of government. Born out of these successes, our capabilities include:

- » Assisting in the development of a legislative agenda and strategy.
- » Building industry coalitions to better effectuate legislative change.
- » Preparing draft legislation.
- » Monitoring and analyzing proposed amendments.
- » Working closely with leadership within the Legislature, the Executive Office of the Governor, and relevant state agencies.
- » Passing and opposing legislation, including appropriations matters.
- » Providing legal counsel.



» Participating in agency rulemaking development and implementation.

Our team also maintains strong relationships with key legislators and staff throughout the executive and legislative branches of Florida. These relationships exist in nearly every policy area, an important factor given the breadth of issues that are of importance to the County. By way of example, a representative list of such relationships include, without limitation:

» Speaker of the House Steve Crisafulli, as well as future Speakers Richard Corcoran and Jose Oliva.

» Representative Rich Workman, chair of the House Rules Committee.

» Tom Hamby, Policy Chief for Speaker Steve Crisafulli.

» JoAnne Leznoff, Staff Director for the House appropriations committee.

» Christa Calamas, Staff Director for the House health care committee.

» Karen Camechis, Staff Director for the House state affairs committee.

» Senate President Andy Gardiner.

» Senator David Simmons, chair of the Senate Rules Committee.

» Carol Gormley, Chief Health Care policy adviser to the Senate President.

» Theresa Klebacha, Staff Director for the Senate education committee.

» Sandra Stovall, Staff Director for the Senate health care committee.

» Geoffrey Becker, Deputy Chief of Staff for health care to Governor Rick Scott.



KNOWLEDGE

The Foley team is well versed in issues of importance to local governments. The following is a sample list of the issues with which we are familiar, in addition to specific issues that we have engaged on behalf of the County:

- » **Appropriations:** Our team members regularly work with clients to develop budget proposals and draft budget provisions directing the expenditure of funds. We have also worked closely with the County to advocate for a variety of funding issues, including, most recently, engaging leadership within the Legislature and the Florida Department of Transportation to obtain funding for rail quiet zones within the County.
- » **Economic Development:** The Foley team has been at the forefront of advocating for financial incentives for the film and entertainment industry financial incentive, which directly benefits the County. We have also worked with the County and legislative leadership to shape legislation funding the construction of spring training facilities.
- » **Health and Human Services:** Our team has deep and substantial knowledge of a wide variety of both health and human services policy and appropriations. Specifically, we have advised the County on a variety of health and human service issues, including child welfare and Medicaid.
- » **Public Safety:** The Foley team is experienced in working with a number of local public safety issues, including advising County staff on the Marchman Act and lobbying in favor of sober home legislation and legislation increasing the penalty for assault on utility workers.
- » **Telecommunications:** The declining tax base of the Communications Services Tax or "CST" represents an opportunity to stabilize this important local government-funding stream. Our team is familiar with the recent report of the CST Working Group and is capable of engaging relevant policymakers to ensure that the County has a "seat at the table" during the upcoming legislative session.



» **Transportation:** As we represent one the top transportation-engineering firms in the country and have worked closely with the County on transportation matters, our team is very familiar with local transportation funding and policy issues, including expressway authorities and public and private rail efforts. Specifically, we recently advised the County regarding the status of legislation modifying statutory red light camera provisions and have represented the County on various rail-related matters.

EXPERIENCE AND PAST PERFORMANCE

In addition to the County, the Foley team has successfully advocated on behalf of local government entities throughout the State. For example, in just the Jacksonville area, we represent the City of Jacksonville, the Jacksonville Aviation Authority, the Jacksonville Port Authority, the Jacksonville Transportation Authority, and JEA. By way of another example, we have also advocated on behalf of the Palm Beach County Tax Collector regarding bed tax legislation.

We understand the distinction between issues relevant to urban areas of the County, such as sober homes and rail quiet zones, and those of the County's rural areas, such as chronically high unemployment in the Glades region communities of Belle Glade, Pahokee, and South Bay. This understanding enables us to effectively represent the County's diverse interests and properly communicate them to legislators and the executive branch.

3.1.2 PROPOSED LEGISLATION (SUCCESS, SUPPORT, PROTECT)

SUCCESS #1 – APPROPRIATIONS

Electronic Arts (EA) is one of the largest digital entertainment companies in the world and maintains a significant presence in Maitland, Florida. Over the past few legislative sessions, we worked on behalf of EA to draft, negotiate, and successfully advocate for a tax incentive program that has helped to make Florida more competitive for entertainment and digital interactive media jobs.



SUCCESS #2 – GAINING SUPPORT FOR PROPOSED LEGISLATION

During the 2014 legislative session, JEA strongly supported HB 641, which increased the penalties for individuals who commit cyber/computer crimes. Specifically, HB 641 provided that any person who introduces computer contaminant to specified device or modifies, renders unavailable, or destroys data, programs, or supporting documentation on specified device commits criminal offense. HB 641 passed the Legislature and was signed into law by the Governor.

SUCCESS #3 – PROTECTING CLIENT POSITIONS

On behalf of Association Capital Resources, we defeated legislation being run by financial institutions that would have precluded the ability of organizations representing homeowners' and condominium owners' associations from collecting unpaid association dues.

We successfully represented a national transportation engineering firm's interests in its business with a major regional expressway authority, preventing a legislative outcome that would have resulted in the expressway's inability to finance its operations, including doing with business with its outside vendors.

We have acted on behalf of JEA for the past three legislative sessions to successfully defeat legislation that would require municipal utility companies to be regulated by the Public Services Commission by articulating to the Legislature that such a change would provide no measurable benefit to the utility industry and could result in higher utility costs for municipal utility customers.

3.1.3 REFERENCES

We believe that our clients provide the best insight on our capabilities. We are pleased to offer, and encourage you to contact, the following four representative references to comment on our related experience and past performance. Each of these references has significant experience with our provision of state lobbying services within the past three years.



FOLEY & LARDNER LLP

Client:	Association Capital Resources		
Contact Name:	Jae Heinberg	Title:	Principal
Address:	10 South Newnan St, Suite 1, Jacksonville FL 32202		
Telephone:	(813) 310-3035	Fax:	
Dollar amount of contracts:	\$15,638	Dates of Service:	April 2012 - present

Client:	Electronic Arts		
Contact Name:	Craig Hagen	Title:	Senior Director, Global Government Affairs at Electronic Arts
Address:	1950 Summit Park Drive, Orlando, FL 32810		
Telephone:	(954) 560-5228	Fax:	
Dollar amount of contracts:	\$60,000 (annually)	Dates of Service:	March 2007 - present

Client:	HNTB		
Contact Name:	Kimberly Hudgins	Title:	Director of Government Relations, Southeast Division
Address:	200 Northcreek, Suite 800, 3715 Northside Parkway, NW, Atlanta, GA, 30327		
Telephone:	(404) 946-5700	Fax:	
Dollar amount of contracts:	\$96,000 (annually)	Dates of Service:	January 2007 - present

Client:	JEA		
Contact Name:	Nancy Kilgo	Title:	State Government Affairs Director
Address:	21 W. Church Street, Jacksonville, FL 32202		
Telephone:	(904) 665-6439	Fax:	
Dollar amount of contracts:	\$72,000 (annually)	Dates of Service:	October 2011 - present



3.1.4 CONFLICTS

Prior to assuming new client work, we complete a thorough conflicts check in order to determine that we have no existing conflicts in representing the client. We fully recognize our responsibility to our clients to avoid ethical conflicts of interest. We are also sensitive to potential "business conflicts." Accordingly, we make every effort to guard against conflicts in any client matter we undertake. Foley uses state-of-the-art software and processes to evaluate new clients and matters for conflicts of interest.

In preparation with submitting this response, Foley did a thorough conflicts check to ensure that no legal or actual conflicts existed which would preclude our ability to represent the County. Moreover, it is important to note, that because our firm currently does work for the County, this conflict check had also been conducted on a prior occasion before we conducted our legal representation of the County.

3.2 Project Approach/Understanding Information

3.2.1 UNDERSTANDING MAJOR METROPOLITAN COUNTY ISSUES

Based on our work with the County and a variety of local governments in Florida, we believe we have a strong basis from which to understand the opportunities and challenges that the County will face on an ongoing basis. However, we are ever cognizant of the need to fully understand the County's specific metropolitan issues in the context of the unique attributes of the County and thus we commit to setting aside as much time as necessary to discuss these issues with the County at a mutually-agreed upon time and date. We want to be a well-informed part of your team, and welcome the opportunity to be educated about the issues that are important to the County.

3.2.2 WORKING RELATIONSHIPS

We have maintained extraordinary working relationships with County staff that have resulted in successful outcomes and thus believe that a successful governmental strategy requires that County staff be made an active part of our efforts. In addition to keeping the County informed, we will identify and provide opportunities for the County to develop



direct relationships with key decision-makers in Florida's executive and legislative branches, so that as issues arise, the County's strong reputation, leadership, and vision are already well known. Examples of this approach include arranging meetings with legislative committee chairs and staff, as well as meetings with key personnel within the Executive Office of the Governor.

3.2.3 METHOD OF COMMUNICATION

We recognize that satisfaction cannot occur absent consistent and timely communication between the Foley team and the County. Consequently, we will provide written updates on matters of concern, including both legislative and political updates, on a timetable determined by the County. In addition, when the Legislature is in session, the County will receive timely reports outlining the status of any legislation of interest as well as any legislation introduced which we believe could be of interest to the County. The County will never be in the position of wondering what their government affairs consultants are working on. Clear and open communication will be the highest priority of our team.

Finally, at the conclusion of the Legislative Session, we will prepare a detailed end-of-session report regarding the work that we have performed for the County and the status of any legislation that we may have been tracking for the County.

3.2.4 PROJECT TASKS AND DELIVERABLES

Our approach and methodology is driven, in large part, by our historical experience working with the County. This generally entails policy directives coming from the Board of County Commissioners to internal County staff. County staff distills these policy directives into specific policy goals, which result in one of the following tactical actions: passage of legislation, defeat of legislation, or support of an appropriation. In the executive branch, these tactical actions may involve supporting or opposing a policy in the Executive Office of the Governor or one of the executive branch agencies. As a practical matter, County staff has worked very closely with its legislative team, including Foley, to properly balance and deploy team resources to accomplish these tactics. Foley regularly volunteers its areas of strength and executes quickly, maintaining a constant dialogue with other members of the legislative team and County staff. This methodology



has been very successful in achieving the County's policy priorities. We are fully committed to continuing to aggressively represent the County, should the commission and staff continue this highly effective approach. That said, the following is a more general outline of the steps we would take to implement the Scope of Work/Services outlined in section 4.

The initial project task to implement the Scope of Work/Services is identifying the County's short and long-term goals, priorities, and projects. From that task will flow the initial deliverable, which is developing a specific strategic plan to execute on your behalf to implement these short and long-term goals, priorities, and projects. Thereafter, we envision performing the following tasks on an ongoing basis:

- » Providing regular updates to the County on the status of our strategic plan and other issues of interest.
- » Assisting the County in developing and maintaining relationships with key leaders in the executive and legislative branch.
- » Advocating the County's interests to legislative staff and committee members, as well as relevant leaders within the Executive Office of the Governor and state agencies.
- » Representing the County in legislative committees on an as needed basis.
- » Collaborating with interest groups and governmental stakeholders to obtain support for County interests.

Our deliverables will consist of the following, as applicable:

- » Asserting the County's interests in legislation that impacts the County.
- » Defeating legislation that is detrimental to the County's interests.
- » Obtaining legislative appropriations to fund County priorities.
- » Providing status updates and activity reports on a schedule requested by the County.

3.2.5 COUNTY RESOURCES

We anticipate that, based on our experience, from time to time, we may need to engage experts on staff with County to discuss specific issues. In addition, we anticipate engaging County Commissioners as appropriate to communicate priority issues to legislators and decision makers. We also have worked, and will continue to work, directly with governmental affairs staff with the County on a regular basis.

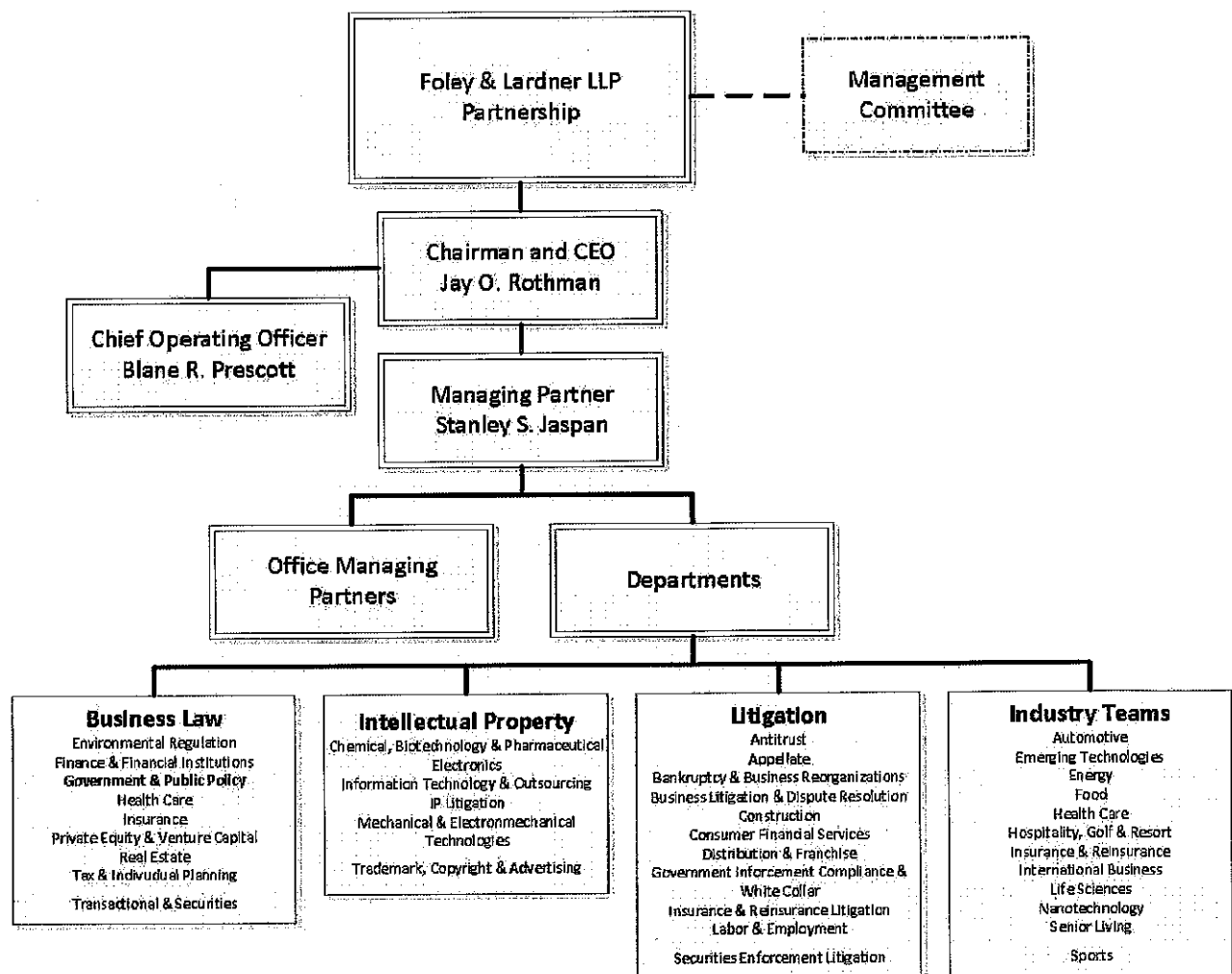
As an example of the effective use of County resources, County staff have been particularly helpful in communicating positions on operational concerns such as water and utility issues, whereas County Commissioners have been particularly helpful in messaging issues of a more political nature, such as red light cameras and certain appropriations matters (which often requires a balancing of political interests).

3.2.6 APPROACH TO SCHEDULING

All of our team members are fully capable of handling the County's requests and thus it is our intention to engage each of our team members on an as needed basis, based on the strengths of each team member. The County can be confident that there will never be a time where we are too busy to handle the County's requests on a timely basis.

3.3 Key Personnel and Operations Information

3.3.1 ORGANIZATIONAL CHART





3.3.2 KEY PERSONNEL / 3.3.3 ROLES AND RESPONSIBILITIES

The Foley team will commit significant resources to ensuring that the County's lobbying consulting needs are met. At a minimum, the members of our Government & Public Affairs Practice listed below will serve on the consultant team. Resumes including experience, education, qualifications and knowledge can be found at [Attachment 1](#).

PRIMARY/LEAD CONSULTANTS

Three lead consultants will be assigned to ensure that the County will always be able to reach someone 24 hours a days, 7 days a week, consistent with our longstanding relationship. The County's lead consultants will be **Jonathan Kilman**, **Paul Lowell**, and **Jon Yapo**, who have worked with the County for the past several years.

Jonathan Kilman, Partner

Mr. Kilman will be the primary contact for the County and will be the lead advocate on behalf of the County.

Paul Lowell, Public Affairs Director

Mr. Lowell will serve as the backup contact for the County and will serve as the primary policy and appropriations expert on all County issues. Paul will also provide advocacy services on an as needed basis, as well as written reports and updates as requested by the County.

Jon Yapo, Public Affairs Advisor

Mr. Yapo will also serve as a backup contact for the County and will provide advocacy services on an as needed basis.

ADDITIONAL FOLEY TEAM MEMBERS

In addition to Mr. Kilman, Mr. Lowell, and Mr. Yapo, Foley will commit significant resources to ensure that the County's consulting needs are met. Assisting the primary consultants and advocating on behalf of the County will be several other Foley professionals. At a minimum, additional members of the team will include:



Erika Alba, Public Affairs Advisor

Ms. Alba will serve as an advocate and substantive expert on an as needed basis.

Christian Caballero, Public Affairs Director

Mr. Caballero will serve as an advocate on an as needed basis.

3.3.4 REPRESENTATIVE PROJECTS

Our team members have each been involved in work of a similar nature as follows:

- » **Jonathan Kilman:** Mr. Kilman has advocating on behalf of the County for the past several years across a broad spectrum of policy issues, including appropriations, economic development, and health and human services. In addition to his work with County, Jonathan has lobbied on behalf of a number of local government entities, such as the Palm Beach Tax Collector.
- » **Paul Lowell:** Mr. Lowell has worked closely with both Jon Yapo and Jonathan Kilman on behalf of the County. Specifically, Paul has advised the County on a number of issues that span the health and human services policy area. In addition to his work with the County, Paul has also worked with the Palm Beach Tax Collector on a variety of issues.
- » **Jon Yapo:** Mr. Yapo has worked in concert with Jonathan Kilman and Paul Lowell on behalf of the County, providing keen and timely intelligence on a number of issues of importance to the County. Most recently, these issues have included sober homes and red light cameras.
- » **Erika Alba:** Ms. Alba has assisted in working on County issues and in addition, is the lead consultant for JEA, a municipal utility.



» **Christian Caballero:** Mr. Caballero has worked on a variety of local government issues as Deputy Director of Cabinet Affairs, including working with the City of Miami to allow a new hotel to be erected on Watson Island, and working with Lee County during the purchase of Babcock Ranch.

3.3.5 CURRENT WORKLOAD

Each of the members specified above is fully capable of allocating sufficient time to handle any requests that the County may have. We do not anticipate any workload issues that may impact our work on behalf of the County.

3.4 Location

As one of the oldest and largest law firms in the country, Foley has been present in Florida for over 30 years and continues to maintain a strong Florida presence with five locations throughout the state – Jacksonville, Miami, Orlando Tallahassee, and Tampa. Foley's Florida offices are advantageously situated to meet the various needs of our clients and – like all of Foley's offices – communicate regularly to operate seamlessly, sharing resources and accomplish our client's goals. Services provided to the County will continue to primarily be performed out of our Miami, Orlando and Tallahassee offices with assistance from our other Florida offices, as needed. Below is a list of our permanent residences in Florida and the date each office was established.

Jacksonville
One Independent Drive, Suite 1300
Jacksonville, FL 32202
Established: February 1, 1981

Miami
One Biscayne Tower, Suite 1900
Miami, FL 33131
Established: December 8, 2007

Orlando
111 North Orange Avenue, Suite 1800
Orlando, FL 32801
Established: February 1, 1985



FOLEY & LARDNER LLP

Tallahassee
106 East College Avenue, Suite 900
Tallahassee, FL 32301
Established: March 29, 1988

Tampa
100 North Tampa Street, Suite 2700
Tampa, FL 3602
Established: January 4, 1982

In addition, the Foley team has been, and will continue to be, available for weekly meetings in Tallahassee during committee weeks and the legislative session, meetings with County staff in Tallahassee as needed, and an annual meeting in West Palm Beach for purposes of making a presentation before the Board of County Commissioners. This commitment is demonstrated by the fact that Foley hosted the weekly meeting of the County legislative team in our Tallahassee office during the previous legislative session. In addition, outside of committee weeks and the legislative session, our team has attended meetings and given presentations at the request of the County, and we will continue to do so to meet the County's needs. Finally, during the legislative session, it has been our longstanding practice to meet formally once per week and informally at least daily to make sure County needs are being met.

3.5 Price Proposal Information

Please see completed and signed Price Proposal included at [Attachment 2](#).

3.6 Business Information

Please see completed and signed Business Information form included at [Attachment 3](#).

3.7 Amendments to the RFP

Please see signed amendment(s) included at [Attachment 4](#).



3.8 Additional Information

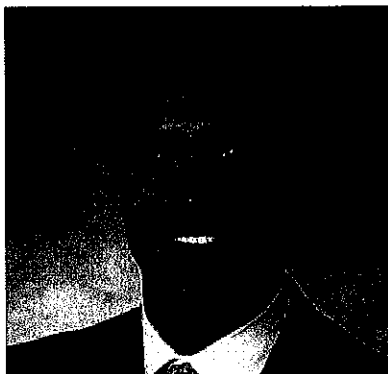
Foley has been a true partner with the County in many of its significant policy initiatives in recent years. This work has only strengthened our capabilities in many of the areas of specific interest to the County and we look forward to continuing this relationship.



Attachment 1 – Professional Resumes



Jonathan P. Kilman



PARTNER
JKILMAN@FOLEY.COM

407.244.3256
111 NORTH ORANGE AVENUE
SUITE 1800
ORLANDO, FL 32801-2386

850.513.3376
106 EAST COLLEGE AVENUE
SUITE 900
TALLAHASSEE, FL 32301

ONE BISCAYNE TOWER
2 SOUTH BISCAYNE BOULEVARD
SUITE 1900
MIAMI, FL 33131

Experience/ Qualifications

Jonathan Kilman represents private and public clients in litigation, appellate, administrative and government relations matters. Mr. Kilman also advises public agencies and private clients in government transactional matters. He is a member of the firm's Government & Public Policy Practice and co-chair of the firm's Florida Government & Public Policy Practice.

Mr. Kilman has extensive experience in Florida government and legal matters. In 2002, Mr. Kilman represented the Florida House of Representatives in litigation and appeals related to the redistricting of Florida's state and federal legislative districts. In 2004, he represented the Florida Department of State in state and federal election litigation and appeals. Mr. Kilman also served as legal counsel to the campaign of Florida Governor Charlie Crist.

In his government affairs practice, Mr. Kilman lobbies on behalf of *Fortune* 500 companies, regional and local clients before the Florida Legislature, the Executive Office of the Governor and the executive



branch agencies. He also represents clients before counties and cities in Central Florida and throughout the state in procurement, bid protest, policy and other matters. His clients come from a broad array of industries, including insurance, digital media, technology, telecommunications, pharmaceutical, hospital, road construction, engineering, project and construction management and local governments and government agencies.

In addition to his governmental representations, Mr. Kilman regularly provides counsel and legal representation to national and international insurance and financial institutions. These representations include commercial litigation, insurance coverage matters and advice in the area of public finance.

Prior to joining Foley, Mr. Kilman was made a shareholder at GrayRobinson, P.A. in Orlando, Florida, and was a corporate associate with Skadden, Arps, Slate, Meagher & Flom LLP in Boston, Massachusetts. He served as a law clerk at the U.S. Attorney's Office for the District of Massachusetts and has served as an adjunct professor teaching law courses at Florida State University.





- Representative Experience**
- » Representing one of the world's largest digital media entertainment companies in the drafting, negotiation and passage of legislation that created a \$242 million film and digital media tax credit incentive program
 - » Representing a national engineering firm that was selected co-general engineering consultant to the Florida Turnpike Enterprise
 - » Representing an international pharmaceutical client in the successful settlement of 80,000 alleged felony counts related to the purchase of prescription drug materials from an unlicensed provider
 - » Representation of a medical products firm in successfully obtaining licensure and minimal settlement costs following alleged unlicensed operation after a changed in corporate control
 - » Representing a national engineering firm and an international investment firm in the drafting, negotiation and passage of tax-related legislation necessary for the creation of transportation public private partnerships (P3s) in the State of Florida
 - » Representation of a regional airport in the successful drafting, negotiation and passage of legislation necessary for airports to manage and remove wildlife hazards that endanger aircraft operation
- Recognition**
- » Recipient of the *Orlando Business Journal's* Most Influential Men to Watch in Central Florida Award (2011)
 - » Appointed to the Judicial Nominating Commission for the 5th District Court of Appeal of Florida by Governor Charlie Crist and to the Federal Judicial Nominating Commission for Florida by U.S. Senator Marco Rubio
- Education**
- » Harvard Law School (J.D., 2000); senior editor of the *Harvard Journal of Law and Public Policy* and



winner of Harvard Law School's Williston Contracts Competition

» University of Florida (B.S., 1996, with highest honors); graduated as the University's "Outstanding Male Leader Graduate," was selected to be a member of Florida Blue Key, and was elected to the University of Florida Hall of Fame

» Completed a fellowship with the Jewish Campus Service Corps at Florida State University

Admissions

» Admitted to practice in Florida and Massachusetts

**Community
Engagement**

» Executive board of BusinessForce, Central Florida's largest political action committee

» Board member, Jewish Community Center of Greater Orlando

» Member, board of governors, Orlando Regional Chamber of Commerce

» Charter member, Sunset Rotary Club, Tallahassee, Florida

Languages

» Conversational knowledge of Spanish

Presentations

» "Strategies in Government Contracting and Negotiations," Florida Government Expo 2003, September 25, 2003

» "How to Win in a Political World," ITFlorida Tech Forum, panelist, September 21, 2004



Paul W. Lowell



DIRECTOR, PUBLIC AFFAIRS
LOWELL@FOLEY.COM

850.513.3380
106 EAST COLLEGE AVENUE
SUITE 900
TALLAHASSEE, FL 32301

**Experience/
Qualifications**

Paul W. Lowell has extensive experience in writing and managing education and health care policy reforms with considerable experience in bill drafting, legislative research, and parliamentary process and procedure. He is the public affairs director in Foley's Tallahassee office. Mr. Lowell is a member of Foley's Government & Public Policy Practice.

Prior to joining Foley, Mr. Lowell was the director of the Education Policy Council for the Florida House of Representatives where he developed and managed significant and highly controversial policy initiatives and regularly advised the speaker of the House, leadership staff, and members of the legislature on the substantive and fiscal impact of a wide array of education policies. He also served in many other roles at the Florida House of Representatives, including deputy council director for the Healthy and Family Services Policy Council; staff director of the Healthy Quality Committee; policy liaison in the Office of the Speaker; and legislative analyst of the Procedural & Redistricting Council.

Mr. Lowell worked for Governor Jeb Bush as the health and human services policy chief, where he advised the governor on key policy issues within the health and human services policy area as well as





successfully advocated major policy initiatives before the Legislature.

- Education** » Thomas M. Cooley Law School (J.D., 2001, *cum laude*); senior associate editor for the *Law Review*
- » Liberty University (B.S., 1997, government/administration of justice)
- Admissions** » Admitted to practice in Florida, Maryland and the District of Columbia



Jon A. Yapo



PUBLIC AFFAIRS ADVISOR
JYAPO@FOLEY.COM

407.244.3279
111 NORTH ORANGE AVENUE
SUITE 1800
ORLANDO, FL 32801-2386

Experience/ Qualifications

Jon Yapo, a native of Central Florida, has developed a network of business and political relationships that make him a valuable asset to those seeking public office or looking to influence those in office in Florida. Central Florida's political leaders have turned to Mr. Yapo for more than 10 years for advice and counsel on their campaigns. In the past five years, he has extended his network beyond Central Florida and helped to cultivate and deliver victories to candidates statewide. These efforts have made Mr. Yapo a go-to resource for accessing and influencing many of Florida's political leaders.

Thought Leadership

- » In 2007, key driver in the campaign of future Florida House Speaker Chris Dorworth, followed by key roles with successful campaigns throughout the State
- » In 2010, Representative Jason Brodeur asked Mr. Yapo to help him navigate the inner workings of the Capitol during his first legislative session, as his chief legislative aide; while working at the Capitol, he developed his technical skills in the legislative process and gained insight into many of the significant issues coming before the Florida Legislature Mr. Yapo
- » Also solidified relationships with many legislators and their staff





- Affiliations** » Network of current and future leaders goes beyond a simple Rolodex; the quality of Mr. Yapo's relationships will help clients to achieve their goals with Florida's political and business leadership
- Education** » University of Florida (B.A., 2001, political science)



Erika E. Alba



DIRECTOR, PUBLIC AFFAIRS
ELALBA@FOLEY.COM

904.359.8721
ONE INDEPENDENT DRIVE
SUITE 1300
JACKSONVILLE, FL 32202-5017

**Experience/
Qualifications**

Erika Alba's practice encompasses all aspects of government affairs issues that may affect a client, and in addition to actively lobbying the Florida Legislative and executive branches, she advises clients on matters, including legislative strategic planning, political action committee management, as well as state and federal political contribution laws. Ms. Alba is a member of the Government & Public Policy Practice and the Insurance Industry Team.

Ms. Alba has extensive legislative and regulatory experience, and in her government affairs practice has represented many different clients before the Florida Legislature, Executive Office of the Governor, Attorney General, Chief Financial Officer, and executive branch agencies of Florida. These diverse clients include *Fortune 500* corporations, small start-up companies, state and local agencies, industry associations and non-profit organizations.

Prior to joining Foley, Ms. Alba was senior vice president and assistant general counsel with Fidelity National Financial, a *Fortune 500* company. In this role, she served as chief legislative counsel and was responsible for the management of all governmental affairs issues for Fidelity National Financial



for the 50 states and U.S. Congress. Ms. Alba moved to Florida with Fidelity National Financial in 2003 when the company relocated its headquarters from Santa Barbara, California.

Before joining Fidelity National Financial, Ms. Alba served as assistant chief counsel for the California Department of Insurance, Office of the Insurance Commissioner. In this capacity, she was the bureau chief of the Insurer Compliance Bureau, a litigation unit representing the California Insurance Commissioner in insurer enforcement actions. As bureau chief, Ms. Alba personally prosecuted numerous insurance companies for unfair business and claims practices and managed the prosecution of all cases handled by her division. Earlier in her legal career, she worked as a prosecutor for the Amador County District Attorney's Office (California). Ms. Alba also served in a volunteer capacity one day per month as a judge pro tempore for the Superior Court of California, County of Sacramento where she was deputized as a trial judge and adjudicated traffic and civil smalls claims cases.

Prior to her career in the legal profession, Ms. Alba worked for several years in the California State Legislature. She served in various capacities, beginning as a legislative aide for Assemblywoman Bev Hansen, who represented Napa County, California. Ms. Alba also served as a senior policy consultant for the Assembly Public Safety and Assembly Rules Committees. In her final position in the California Legislature, she served as the chief of staff for the assembly minority leader.





- Recognition** » Named to *The Business Journal's* 2012 Women of Influence list, an honor bestowed upon Jacksonville's most influential women
- Education** » McGeorge School of Law, University of the Pacific, in California (J.D., 1993 and LL.M., 1998, international business transactions, with concentrations in international taxation and international business transactions); as part of LL.M. program, Ms. Alba worked in Sydney, Australia, as a visiting attorney for the corporate law and commercial litigation firm of Norton Smith & Co.
- » California State University, Northridge (B.A., 1988, political science)
- Community Engagement** » Chair of the Boys and Girls Club of Northeast Florida
- » Currently serves as chair for Associated Industries of Florida (AIF), one of the premiere business organizations in the state of Florida and is the first female chair of AIF in its 91 year history
- » Also served as a member of the board of trustees for Florida Tax Watch
- » In 2006, served on Florida Governor Charlie Crist's transition team where she was assigned to the Citizens Review Group for the Office of Financial Regulation
- » In 2010, served as Northeast Florida finance chair for Attorney General Pam Bondi
- Admissions** » Admitted to practice in California and Florida



Christian Caballero



DIRECTOR, PUBLIC AFFAIRS
CCABALLERO@FOLEY.COM

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106 EAST COLLEGE AVENUE
SUITE 900
TALLAHASSEE, FL 32301

Experience/ Qualifications

Christian Caballero has a vast level of experience gained during his time as a public servant at both the state and federal levels, and as an advocate on behalf of the business community. Whether advocating on behalf of auto insurance reform by legislative means, or shepherding rate filings through the regulatory bodies of two states, Mr. Caballero has a proven record of achievement in pursuit of healthier economic environments. He is a member of the firm's Government & Public Policy Practice.

Prior to joining Foley, Mr. Caballero was the government affairs manager for Farmers Insurance Group, representing the company's regulatory and legislative interests before the state governments of Florida and Georgia.

He previously served as president of Jackson Place Consulting, LLC. (JPC), a government affairs and crisis communication firm based in Tallahassee, Florida. During his time at JPC, Mr. Caballero focused his practice on the preservation of conservation lands in Florida. He also appeared as a commentator on Court TV, discussing strategies organizations should use when responding to unexpected and/or tragic events.



Mr. Caballero is a proud alum of America's preeminent leadership program, the United States Presidential White House Fellowship. Every year approximately one thousand mid-career professionals submit applications for consideration by the President's Commission on White House Fellows. Between 12 and 14 professionals receive a presidential appointment to serve as a senior advisor to a high-level executive branch official. Throughout the year the fellows provide counsel and engage in policy discussions with the president, ambassadors, cabinet secretaries and other leaders from around the world. During his fellowship, Mr. Caballero chaired a taskforce charged with the federal response to the E-coli outbreak in spinach, engaged in energy policy development and traveled extensively on behalf of the administration.

While in state government, Mr. Caballero served as chief of staff to the secretary of the Florida Department of Juvenile Justice. He oversaw the operations and policy development of an agency with approximately 5,000 employees, as well as an additional 6,000 contracted employees. He was also responsible for the oversight of a \$650,000,000.00 budget, and the care of an estimated 55,000 juveniles taken into custody by the agency annually.

Prior to joining the Department of Juvenile Justice, he served as deputy director of cabinet affairs to Florida Governor Jeb Bush. He advised Governor Bush on matters related to insurance regulation, highway safety matters, land acquisition, growth management, alternative energy development and environmental conservation. Notably, Mr. Caballero was the governor's primary advisor during the acquisition of 74,000 acres by the state, the single largest conservation land purchase in the history of Florida.



- Thought Leadership** » Invited by former Secretary of Defense Bill Cohen to serve on a panel to discuss the overrepresentation of minorities in prison, a panel that included Supreme Court Justice David Souter, F. Lee Bailey, Barry Scheck and several other prominent experts
- Recognition** » Interests and involvement with at-risk youth led the Florida Council on Crime and Delinquency to present Mr. Caballero with the Distinguished Service Award
- Education** » Florida State University College of Law (J.D., 2004)
- » Greensboro College (B.A., 2000, *cum laude*, political science)
- Publications** » "Manufacturing and Infrastructure: Not Just About Economics – Our Own Security Depends on It," *Manufacturing Industry Advisor* (October 15, 2014)
- » "Decaying National Infrastructure Is Challenging the Resurgence of American Manufacturing," *Manufacturing Industry Advisor* (July 31, 2013)





Attachment 2 – Price Proposal



**REVISED APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 15-008/SC**

Page 1 of 2

The following price is submitted as the all inclusive firm fixed price to provide the Legislative Affairs Department with State Lobbyist Services for the issues marked with "X" below in accordance with the Requirements/Scope of Work/Services set forth in this RFP document.

Item	ISSUES	Mark "X"
A.	Economic Development Legislative Priorities	X
B.	Budget & Taxation Policy Legislative Priorities	X
C.	Environmental/Natural Resources Legislative Priorities and Support Issues	X
D.	Transportation & Infrastructure Legislative Priorities	X
E.	Public Safety Legislative Priorities and Support Issues	X
F.	Health & Human Services and Healthcare Legislative Priorities and Support Issues	X
G.	Consumer Services Legislative Priorities	X
H.	Local Government/Administrative Legislative Priorities	X
I.	Educational Legislative Priorities	X
J.	Agriculture	X

TOTAL PROPOSED ANNUAL PRICE: \$ 35,000

The Total Proposed Annual Price shall remain fixed for the term of the Contract and the four (4) one (1) year renewal options, if exercised.

The Proposer certifies by signature below the following:

- a. This price is current, accurate complete, and is presented as the Total Price, including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.
- b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFP.

**REVISED APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 15-008/SC**

Page 2 of 2

- c. This Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
- d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the County.

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.

NAME (PRINT): Jonathan P. Kilman

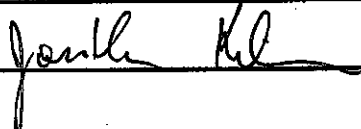
TITLE: Partner

COMPANY: Foley & Lardner LLP

ADDRESS: 111 North Orange Avenue, Suite 1800

CITY/STATE/ZIP: Orlando, Florida 32801-2386

TELEPHONE NO. 407-423-4656

SIGNATURE: 



Attachment 3 – Business Information



**REVISED APPENDIX B
BUSINESS INFORMATION
RFP NO. 15-008/SC**

Full Legal Name of Entity: Foley & Lardner LLP
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: 111 North Orange Avenue, Suite 1800, Orlando, Florida 32801-2386

Telephone Number: (407) 423-7656 Fax Number: (407) 648-1743

Form of Entity

- ☐ Corporation
☐ Limited Liability Company
☐ Partnership, General
☒ Partnership, Limited
☐ Joint Venture
☐ Sole Proprietorship

Federal I.D. Number: 39-0473800

(1) If Proposer is a subsidiary, state name of parent company.

Caution: All information provided herein must be as to Proposer (subsidiary) and not as to parent company.

(2) Is Entity registered to do business in the State of Florida? Yes ☒ No ☐

If yes to the above, as of what date? February 1, 1981

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: _____

NAME (PRINT): _____

TITLE: _____

COMPANY: _____



Attachment 4 – Signed Addendum



AMENDMENT No. 1

DATED: November 6, 2014

Palm Beach County Purchasing Department
50 South Military Trail, Suite 110, West Palm Beach, FL 33415

RFP No. 15-008/SC

Title: State Lobbyist Services

Request for Proposal Due Date: November 18, 2014

This Amendment is issued to provide additional information and clarification to the RFP document:

A. Proposers are advised of the following changes to the RFP:

1. The headings of APPENDICES A through E are corrected with the following REVISED APPENDICES A through D provided as Attachments to this Amendment:

Attachment 1	REVISED - APPENDIX A, PRICE PROPOSAL PAGES
Attachment 2	REVISED - APPENDIX B, BUSINESS INFORMATION
Attachment 3	REVISED - APPENDIX C, SBE SCHEDULES 1, 2, 3(A), & 4, RFP No. 15-008/SC. Proposers are advised to replace <u>only Page 49</u> , the cover page to the SBE Schedules; all SBE Schedules remain the same.
Attachment 4	REVISED - APPENDIX D, DRUG FREE WORKPLACE CERTIFICATION.

Proposers shall submit the Revised Appendices in place of the original Appendices.

B. Questions received from Ericks Consultants, Inc., and Legislative Affairs Department's responses:

- Q.1. Our firm would like to subcontract with one individual from another firm, but not the entire firm, to work with us on a few specific items of interest to the county [e.g. *Joe Lunchbucket, Partner with Acme Products*]. Is such contractual relationship allowed? That individual, nor his firm, does not qualify as a small business enterprise. If such a subcontractor is allowed, what information from that subcontractor should be submitted with our response, e.g., may we show his "experience, qualifications, background and references" etc. along with our response under that heading or must we submit a separate document for him that basically mirrors our response? It makes sense for us to include/merge all of his qualifications, etc. within our response since we would be working as a team.

- A.1. The County would consider your firm as the proposer submitting a proposal that includes the individual as a subcontractor. The proposer should include in its proposal the subcontractor's specific skills, knowledge, experience, qualifications and references, etc., under the corresponding headings of the RFP. It should be noted if the subcontractor(s) is from a different firm.
- Q.2. Do we need to submit a Certificate of Insurance from that individual's firm along with the one submitted from our firm, or does our insurance cover a subcontractor in this instance?
- A.2. Ultimately, the proposer/primary contractor responding to this RFP is responsible for the Contract and any issues that arise. However, it would be in the best interests of both the proposer and the County to require any subcontractor(s) to meet the same insurance requirements as the proposer including naming the County as an Additional Insured. The proposer's certificate of insurance will be required prior to the County executing the Contract.
- Q.3. Third, our assumption is that Schedules 1, 2, 3A and 4 will not need to be completed since we are not engaging a SBE; is that assumption correct?
- A.3. Proposer does not need to complete Schedules 1, 2, 3A and 4 if proposer's firm is not an SBE and you are not engaging an SBE subcontractor.

All changes addressed in this Amendment No. 1 shall be incorporated into RFP No. 15-008/SC and the final contract. All other terms and conditions of the RFP remain the same and unchanged.

NOTE: Please acknowledge receipt of this Amendment No. 1 by signing below and returning this page with your Proposal Response. Each Amendment to the RFP shall be signed by an authorized agent and submitted with the proposal or the proposal shall be deemed non-responsive.




Donna Pagel, Purchasing Manager

ACKNOWLEDGMENT:

Foley & Lardner LLP

COMPANY NAME



SIGNATURE

11/17/2014

DATE



Attachment 5 – Drug-Free Workplace Certification



REVISED APPENDIX D
DRUG-FREE WORKPLACE CERTIFICATION
RFP NO. 15-008/SC

IDENTICAL TIE PROPOSALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie proposals are received from vendors who have not submitted with their proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie proposals.

This Drug-Free Workplace Certification form must be executed and returned with the attached proposal, and received on or before time of proposal opening to be considered. The failure to execute and/or return this certification shall not cause any proposal to be deemed non-responsive.

Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by Jonathan P. Kilman the
(Individual's Name)

Partner of Foley & Lardner LLP
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.


Signature

11/17/2014
Date



Attachment 6 – Confirmation of Insurance



ALAS



ATTORNEYS' LIABILITY ASSURANCE SOCIETY, INC.,
A RISK RETENTION GROUP

December 17, 2013

Foley & Lardner LLP
777 East Wisconsin Avenue
Suite 3800
Milwaukee, WI 53202-5306

To Whom It May Concern:

CONFIRMATION OF INSURANCE

We hereby confirm that Foley & Lardner LLP has Professional Liability Coverage under Policy ALA#1017 with an annual limit of \$75,000,000 per claim and \$150,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is \$3,000,000 each claim up to an aggregate of \$6,000,000 and \$100,000 each claim thereafter.

The Policy effective date is from January 1, 2014 to January 1, 2015.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

**ATTORNEYS' LIABILITY ASSURANCE SOCIETY, INC.,
A RISK RETENTION GROUP**

By: Nancy Montroy Date: 12/17/2013

Nancy J. Montroy
Vice President - Director of Underwriting

311 South Wacker Drive, Suite 5700
Chicago, IL 60606-6629

tel 312-697-6900 fax 312-697-6901 Web site alas.com

**CONTRACT FOR
STATE LOBBYIST SERVICES
(Contract No. 15-008/SC)**

This Contract No. 15-008/SC is made as of this _____ day of _____, 2015, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Ronald L. Book, P.A., 18851 NE 29 Avenue, Suite 1010, Aventura, FL 33180, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT's responsibility under this Contract is to provide state lobbyist services to the Legislative Affairs Department in accordance with Exhibit A, Scope of Work/Services, and Exhibit B, CONSULTANT's proposal dated November 18, 2014, as amended by CONSULTANT's letter dated December 10, 2014, and Exhibit C, Non-Discrimination Policy, all of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Todd Bonlarron, Director, Legislative Affairs Department, telephone number (561) 355-3451 or designee.

The CONSULTANT's representative/liaison during the performance of this Contract shall be Ronald L. Book, President and CEO, telephone number (305) 935-1866.

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibit A, Scope of Work/Services; (2) the provisions of RFP No. 15-008/SC and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit B, CONSULTANT's proposal dated November 18, 2014, as amended by CONSULTANT's letter dated December 10, 2014 and Exhibit C, Non-Discrimination Policy; and (4) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 - SCHEDULE

The CONSULTANT shall commence services on January 13, 2015, and complete all services by January 12, 2016, with four (4) one (1) year options for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

ARTICLE 4 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, shall not exceed a total contract amount of Thirty-Five Thousand Dollars and no cents (\$35,000.00).

The CONSULTANT will bill the COUNTY on a monthly basis for equal monthly payments of Two Thousand Nine Hundred Sixteen Dollars and Sixty-Seven Cents (\$2,916.67) for eleven (11) months and Two Thousand Nine Hundred Sixteen Dollars and Sixty-Three Cents (\$2,916.63) for the twelfth (12th) month for the annual amount set forth in Exhibit B for services rendered toward the completion of the Scope of Work/Services. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT's final/last billing to the COUNTY. This shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONSULTANT.

ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 6 within three (3) years following final payment.

ARTICLE 7 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
4. Continue and complete all parts of the work which have not been terminated.

ARTICLE 8 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT's key personnel, as may be listed in Exhibit B, attached hereto and incorporated herein, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

ARTICLE 9 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT, CONSULTANT's employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The CONSULTANT is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R-2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT: 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 10 - SMALL BUSINESS ENTERPRISES SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project, the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

- A. The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.
- B. The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.
- C. The CONSULTANT incorporates Schedule 1 List of proposed SBE-M/WBE Prime/Subcontractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, percentage and/or dollar value of the SBE-M/WBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE-M/WBE sub-consultants on Schedule 1 agreeing to perform the contract at the listed percentage and/or dollar value.

The CONSULTANT understands that each SBE firm utilized on this contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

- D. The CONSULTANT understands that it is the responsibility of the department letting the contract and the Office of Small Business Assistance (OSBA) to monitor compliance with the SBE Ordinance requirements. In that regard, the CONSULTANT agrees to furnish progress payment reports to both parties on the progress of the SBE-M/WBE participation on each pay application submitted.
- E. The CONSULTANT further agrees to provide OSBA with a copy of their contract with the SBE sub-consultant or any other related documentation upon request.
- F. After contract award, the successful CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the proposed SBE percentages submitted with the proposal. Requests for

substitutions must be submitted to the department issuing the Request for Proposal and the OSBA.

- G. The CONSULTANT understands that it is prohibited from making any agreements with an SBE in which the SBE promises not to provide sub consultant quotations to other proposers or potential proposers.
- H. The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 11 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 12 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

ARTICLE 13 - INSURANCE REQUIREMENTS

It shall be the responsibility of the CONSULTANT to provide initial evidence of the following minimum amounts of insurance coverage to:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

Subsequently, the CONSULTANT shall, during the term of the Contract, and prior to each renewal thereof, provide such evidence to ITS at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

The CONSULTANT shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of the Contract. The requirements contained

herein, as well as COUNTY's review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract. CONSULTANT agrees to notify the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. Further, CONSULTANT shall agree that all insurance coverage required herein shall be provided by CONSULTANT to COUNTY on a primary basis.

- A. **Commercial General Liability:** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Business Auto Liability:** CONSULTANT shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONSULTANT owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the CONSULTANT indicating either the CONSULTANT does not own any vehicles, and if vehicles are acquired throughout the term of the contract, CONSULTANT agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- C. **Workers' Compensation Insurance & Employer's Liability:** CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- D. **Professional Liability:** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims -

made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

- E. **Additional Insured Clause:** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County as an Additional Insured.
- F. **Waiver of Subrogation:** CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- G. **Certificates of Insurance:** Within forty-eight (48) hours of the COUNTY's request to do so, the CONSULTANT shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. During the term of the Contract and prior to each subsequent renewal thereof, the CONSULTANT shall provide this evidence to ITS at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage.
- H. **Umbrella or Excess Liability:** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance,

including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 14 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 16 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

ARTICLE 17 - CONFLICT OF INTEREST

The CONSULTANT 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 or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. The CONSULTANT

further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 18 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONSULTANT's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 19 - ARREARS

The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 22 - CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract 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 the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23 - PUBLIC RECORDS, ACCESS AND AUDITS

The CONSULTANT shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such

records as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

Notwithstanding anything herein to the contrary, as provided under Section 119.0701, F.S., where the CONSULTANT: **(i) provides a service and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S.**, the CONSULTANT is required to:

- 1) maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service;
- 2) provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided by Florida 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; and
- 4) meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure of the CONSULTANT to comply with these requirements shall be a material breach of this Contract.

ARTICLE 24 - NON-DISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

Prior to execution of a contract with the COUNTY, the CONSULTANT shall submit a copy of its non-discrimination policy, which shall be consistent with the non-discrimination requirements as set forth above per Resolution R-2014-1421, as may be amended. In the event that the CONSULTANT does NOT have a written non-discrimination policy, the CONSULTANT shall sign and submit to the COUNTY a statement affirming that its non-discrimination policy conforms to the commitments set forth herein.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at

all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

ARTICLE 29 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 30 - NOTICE

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kathleen M. Scarlett, Director
Purchasing, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

With a copy to:

Todd J. Bonlarron, Director
Palm Beach County - Legislative Affairs Department
301 North Olive Avenue, Suite 1101
West Palm Beach, FL 33405

If sent to the CONSULTANT, notices shall be addressed to:

Ronald L. Book, President and CEO
Ronald L. Book, P.A.
18851 NE 29 Avenue, Suite 1010
Aventura, FL 33180

ARTICLE 31 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 29 - Modifications of Work.

ARTICLE 32 - REGULATIONS; LICENSING REQUIREMENTS:

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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N WITNESS WHEREOF, the Mayor of the Board County Commissioners of Palm Beach County, Florida, on behalf of the COUNTY, and the CONSULTANT have executed this Contract on the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

WITNESSES:

CONSULTANT:

Signature

RONALD L. BOOK, P.A.
Company Name

Name (type or print)

BY: _____
Signature

Signature

Ronald L. Book
Typed Name

Name (type or print)

President and CEO
Title

(corp. seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS:

By: _____
Department Director

EXHIBIT A

SCOPE OF WORK/SERVICES

Contract No. 15-008/SC

1. PURPOSE

CONSULTANT shall represent Palm Beach County (COUNTY), work collaboratively with the County Commission, County Administrator and key staff members to represent the interests of the COUNTY and assist the Legislative Affairs Department (LAD) in interests before the Florida Legislature, its committees and members, and the Executive branch of the state government including the Governor, Cabinet and state agencies. The CONSULTANT shall assist LAD in monitoring legislative, executive and regulatory activity at the state government level.

2. HISTORY AND BACKGROUND

According to the 2010 Census, Palm Beach County has a base population of 1,320,134, making it the third largest county in Florida behind Miami-Dade (2.49 million) and Broward (1.74 million). About 55 percent of Palm Beach County residents live in one of 38 municipalities, the remaining 587,844 living in unincorporated areas.

Not counting Lake Okeechobee (which covers 488,000 acres), Palm Beach County covers 1,971 square miles of land and is larger than two states: Rhode Island and Delaware. The County stretches along 45 miles of the Atlantic Ocean with urban areas to the east and more rural/agricultural areas to the west.

The three major multibillion-dollar industries in Palm Beach County are tourism, construction and agriculture. There are also many high-tech industries such as bioscience that contribute to the growing economy.

For nearly 20 years, the County has contracted with firms for professional lobbying services in order to successfully negotiate legislation and appropriation requests that benefit the diverse needs of the County. Given the large population and land mass of the County combined with the size of our neighbors to the South – Broward and Miami-Dade, the County's professional lobbying needs are demanding. Currently, the COUNTY has five state professional lobbying firms representing it with each firm being paid an annual contract amount of \$35,000.

The COUNTY currently monitors the following State of Florida issues:

A. ECONOMIC DEVELOPMENT LEGISLATIVE PRIORITIES

1. Glades Regional Initiatives
2. Expansion of Gaming at Pari-Mutuel Facilities
3. Film and Television Incentive Program
4. Scripps and Biomedical Research Funding

B. BUDGET & TAXATION POLICY LEGISLATIVE PRIORITIES

1. Unfunded Mandates/Medicaid Cost Shifts
2. Article V
3. Internet Sales Tax

C. ENVIRONMENTAL/NATURAL RESOURCES LEGISLATIVE PRIORITIES

1. Lake Region Water Infrastructure Improvement Projects
2. Lake Worth Lagoon Initiative
3. Beach and Inlet Management Project Appropriations:
4. Freshwater Lake Restoration
5. Estuarine Restoration
6. Renewable Energy/ South Florida Climate Change Compact

SUPPORT ISSUES

1. Loxahatchee River Preservation Initiative
2. Everglades Restoration and Florida Forever
3. S-155 Control Structure Reconfiguration
4. Department of Environmental Protection – Beach Funding & Permitting
5. Water Resource Development Funding
6. Regulatory Flexibility/Affordability
7. Alternative Water Supply Funding
8. Assault on Utility Workers
9. Sustainable Water Use Permit and Incentives
10. Reclaimed Water Use for Agricultural Purposes
11. Maintain Funding for the State Petroleum Cleanup Program
12. Maintain Funding for the Petroleum Storage Tank Compliance Local Programs
13. Florida Recreation Development Assistance Program

D. TRANSPORTATION & INFRASTRUCTURE LEGISLATIVE PRIORITIES

1. Flood Prevention
2. Growth Management and Infrastructure
3. Rail Service on the FEC Corridor
4. DMV Facility Service/Mounts Botanical Gardens

E. PUBLIC SAFETY LEGISLATIVE PRIORITIES

1. Regional Juvenile Detention Center & Juvenile Assessment Center Replacement
2. Adjustment to the State/County Shared Detention Center Cost Split
3. Sober Homes
4. Pre-Trial Release
5. Reentry for Non-Violent Offenders
6. Regain Local Ability For Limited Gun Regulation
7. Mental Health Funding Pilot Program
8. Fireworks
9. Emergency Medical Drug Shortage
10. Domestic Violence
11. Lifeguard Certification and Training
12. Animal Care And Control Legislation

13. Waiver of Public Record Fees for Criminal Justice Commissions
14. Marchman Act Revisions

SUPPORT ISSUES

1. Emergency Preparedness Issues
2. Juvenile Justice – Florida Statute 985 Rewrite
3. Funding for Enhanced Lighting in High Crime Areas
4. Florida SERT (State Emergency Response Team)

F. HEALTH & HUMAN SERVICES AND HEALTHCARE LEGISLATIVE PRIORITIES

1. Transportation Disadvantaged Programs
2. Homelessness
3. Affordable Housing
4. Public Records Exemption for Homeless Point in Time Count Identifying Data
5. Child Welfare

SUPPORT ISSUES

1. Retinoblastoma
2. Sickle Cell Anemia Screening

G. CONSUMER SERVICES LEGISLATIVE PRIORITIES

1. Towing Bill

H. LOCAL GOVERNMENT/ADMINISTRATIVE LEGISLATIVE PRIORITIES

1. Value Adjustment Board
2. Henry Flagler Bill

I. EDUCATION LEGISLATIVE PRIORITIES

1. State Library Funding
2. Florida Atlantic University Funding
3. Cultural Facilities Funding
4. Signage at Public Schools –Local Bill
5. Elimination of School Readiness Wait List/Expand Early Learning Coalition Subsidized Childcare

J. AGRICULTURE

1. Farm to School Programs
2. Gleaning

3. CONSULTANT'S RESPONSIBILITIES

- A. The CONSULTANT shall, at a minimum, possess the following qualifications: 1) a strong working knowledge of state legislative, administrative and regulatory processes; 2) a clear understanding of large urban areas as well as large agricultural areas, including specific knowledge of Palm Beach County; 3) a history of successful state lobbying experience; and 4) a clear strategy for representing the COUNTY.

- B. The CONSULTANT shall work closely with the Palm Beach County Board of County Commissioners (BOARD), County Administration and key staff members to accomplish the COUNTY's state legislative agenda.
- C. The CONSULTANT must have positive, established, on-going relationships with key policymakers, decision makers and elected officials within the Palm Beach County Legislative Delegation, as well as key members of the Legislative branch, Governor's office, Cabinet and state agencies.
- D. The CONSULTANT shall effectively present and represent the COUNTY's State Legislative Agenda to Representatives, Senators and Members of the Executive branch (including the Governor, Cabinet and state agencies) in a direct lobbying effort on behalf of the COUNTY.
- E. The CONSULTANT shall assist with identifying and prioritizing agenda items and aggressively acting to obtain appropriations for various projects within the COUNTY as well as focusing on legislative issues that may impact the powers of local government.
- F. The CONSULTANT shall have the responsibility of providing the COUNTY with weekly written status reports during Committee weeks and the annual Legislative Session, regular written status reports during other times of the year as directed by LAD, and shall provide presentations before the BOARD and senior staff at the conclusion of the annual Legislative Session and as otherwise requested

4. SERVICES

CONSULTANT shall provide services to include, but are not limited to the following:

- A. Represent the COUNTY and the BOARD before the Florida Governor, Florida Legislature, Cabinet and state agencies.
- B. Secure funding for programs and projects which have been identified by the COUNTY as priorities, including proactive identification of new funding opportunities.
- C. Work closely with COUNTY Administration, the Director of Legislative Affairs and COUNTY staff in researching current issues and providing background information.
- D. Coordinate with COUNTY's State Delegation in gaining support for the COUNTY's legislative agenda; assist in drafting appropriate correspondence, scheduling briefings and meetings and identifying key state contacts.
- E. Provide technical assistance and guidance to the Director of Legislative Affairs in correspondence and reports.

- F. Identify key state contacts relating to specific COUNTY issues; propose and implement lobbying strategies to help support the COUNTY's state legislative agenda.
- G. Provide activity reports and periodic updates as directed by LAD on pending legislation. For e.g., provide weekly written status reports during committee weeks and the annual Legislative Session and regular written status reports during other times of the year.
- H. Identify special interest groups which may be working for or against the COUNTY's best interests, and agencies or local governments which may be competing for specific grants or appropriations, and help align support for the COUNTY's position.
- I. Develop a schedule for research reports and other activities in order to meet state guidelines, standards and deadlines.
- J. The CONSULTANT shall be available for weekly conference meetings during session and committee weeks and periodic calls outside of session, meetings with COUNTY staff in Tallahassee as needed, and an annual presentation to the BOARD to take place in Palm Beach County, Florida.

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EXHIBIT B
CONSULTANT'S PROPOSAL DATED November 18, 2014
AS AMENDED BY CONSULTANT'S LETTER dated
December 10, 2014
Contract No. 15-008/SC
(46 Pages)

EXHIBIT C
NON-DISCRIMINATION POLICY
Contract No. 15-008/SC

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All proposers doing business with Palm Beach County, Florida are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event a proposer does not have a written non-discrimination policy, such proposer shall be required to sign a statement affirming its non-discrimination policy is consistent with Palm Beach County's policy.

Check one:

- () Proposer hereby acknowledges that it **does not** have a written non-discrimination policy and **affirms by signing below** that its non-written non-discrimination policy is in conformance with Palm Beach County's Resolution R-2014-1421, as may be amended.

PROPOSER:

Company Name

Signature

Name (type or print)

Title

OR

- () Proposer hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

NOTE:

Proposer's failure to either: (i) have a written or non-written non-discrimination policy in conformance with Palm Beach County's policy set forth above; **or** (ii) provide Palm Beach County, with the information set forth above, will render proposer non-responsive.

Proposer shall notify Palm Beach County in the event it no longer maintains a written or non-written non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.



Ronald L. Book, P.A.
LAW OFFICES
PROFESSIONAL ASSOCIATION

December 10, 2014

Sharon Cushnie
Senior Buyer
PBC - Purchasing
50 South Military Trail
Suite 110
West Palm Beach, FL 33415

Dear Ms. Cushnie:

This letter will confirm the \$15,000 reduction to the initial "Total Proposed Annual Price - \$50,000 all inclusive" to a "Total Proposal Annual Price - \$35,000, all inclusive".

This letter will amend our initial contract.

Please let me know if you have any other questions.

Sincerely,



Ronald L. Book

RLB/gf

REPLY TO:

- ☐ Harbour Centre - 18851 N.E. 29th Avenue, Suite 1010 - Aventura, Florida 33180 - Telephone (305) 935-1866 - Fax (305) 935-9737
- ☐ 104 West Jefferson Street - Tallahassee, Florida 32301 - (850) 224-3427



Ronald L. Book, P.A.
LAW OFFICES
PROFESSIONAL ASSOCIATION

ORIGINAL

State Lobbyist Services

Palm Beach County

Submitted by:

Ronald L. Book, P.A.

Aventura
Harbour Centre
18851 N.E. 29th Avenue, Suite 1010
Aventura, FL 33180
P: 305-935-1866 | F: 305-935-9737

Tallahassee
104 West Jefferson Street
Tallahassee, FL 32301
P: 850-224-3427 | F: 850-224-3361

E-mail: Ron@rlbookpa.com

State Lobbyist Services RFP NO. 15-008/SC
Due Date: Thursday, November 18, 2014 at 4:00 pm

Palm Beach County, Board of County Commissioners
Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, Florida 33415

REPLY TO:

- ☐ Harbour Centre - 18851 N.E. 29th Avenue, Suite 1010 - Aventura, Florida 33180 - Telephone (305) 935-1866 - Fax (305) 935-9737
- ☐ 104 West Jefferson Street - Tallahassee, Florida 32301 - (850) 224-3427

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Ronald L. Book, P.A.

LAW OFFICES
PROFESSIONAL ASSOCIATION

November 18, 2014

Ms. Sharon Cushnie, Senior Buyer
Purchasing Department, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, Florida 33415

RE: RFP NO. 15-008/SC State Lobbyist Services

Dear Ms. Cushnie:

It is with great pleasure that Ronald L. Book, P.A. submits the following proposal to represent Palm Beach County on matters of government affairs before the state legislature, executive branch and state agencies. In our proposal, you will find a summary of our experience and qualifications, our approach to representation, and the firm's key personnel and references.

Ronald L. Book, P.A., is more than a lobbying firm; it is also a law firm. Therefore, we are bound by the code of conduct and ethics standards of the Florida Bar. We have excellent bipartisan relationships with Legislators and staff, and we have full-time, fully staffed offices in Miami and Tallahassee, Florida. Additionally, as required in RFP NO. 15-008/SC, please find our firm contact information below:

Ronald L. Book, President and CEO
Ronald L. Book, P.A.
Ron@rlbookpa.com

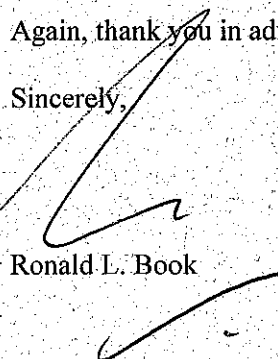
Aventura
Harbour Centre
18851 N.E. 29th Avenue, Suite 1010
Aventura, FL 33180
P: 305-935-1866 | F: 305-935-9737

Tallahassee
104 West Jefferson Street
Tallahassee, FL 32301
P: 850-224-3427 | F: 850-224-3361

We welcome the opportunity to represent the interests of Palm Beach County. If you have any questions, or require any additional information, regarding our proposal please call me at 305-935-1866.

Again, thank you in advance for your consideration.

Sincerely,


Ronald L. Book

REPLY TO:

- ☐ Harbour Centre - 18851 N.E. 29th Avenue, Suite 1010 - Aventura, Florida 33180 - Telephone (305) 935-1866 - Fax (305) 935-9737
- ☐ 104 West Jefferson Street - Tallahassee, Florida 32301 - (850) 224-3427

3.1 EXPERIENCE, QUALIFICATIONS, BACKGROUND, REFERENCES

3.1.1 Each proposer shall submit a detailed statement of their past performance, experience, qualifications, and background for providing state lobbying services, specifically identifying lobbying experience with governmental entities. The proposer should indicate that, at a minimum, they possess:

- a. Eight (8) or more years of state legislative and/or executive branch lobbying experience.**
- b. Experience in previous or current representation of local government entities.**
- c. Knowledge of issues important to local government entities, including, but not limited to: appropriations, health and human services, transportation, telecommunications, public safety, and economic development.**
- d. A clear understanding of large urban areas as well as large agricultural areas, including knowledge of Palm Beach County.**

3.1.2 Describe the proposer's success in obtaining appropriations, bill drafting and gaining support for proposed legislation, and protecting and/or advocating clients' positions on proposed legislation.

Ronald L. Book, P.A. is considered one of the premier lobbying firms in the state, with unparalleled experience in the appropriations as well as the legislative process. We have a long history representing local governments, health care districts, professional associations, not-for-profit associations and various political subdivisions throughout Florida. Our law firm works exclusively in the government affairs arena, specializing in legislative and executive advocacy, strategic planning and general government consulting. We are proud to be involved in the legislative process 365 days-a-year. We enjoy extensive bipartisan relationships with members of both the legislature and executive branch, allowing us to be effective in today's political climate.

Our firm offers a powerful combination of talent and experience with a proven track record before the legislative and executive branches of government. The firm's contact base extends throughout state government and includes legislative leadership, legislative staff, and executive branch officials. We provide hands-on monitoring, intelligence and oversight of government activity coupled with a highly professional, performance oriented approach for meeting client goals and objectives. We work closely with our clients to develop a concise and focused agenda with strategies designed exceed client expectations.

Ronald L. Book, P.A. boasts a virtually flawless record of success attaining clients' goals, which range from legal counseling on corporate and private matters to persuading lawmakers to support meritorious programs and causes. Professional skill is complemented by responsive, personal service as evidenced by the fact that the vast majority of clients have retained the firm's services for many years.

The firm's mission is to provide a full range of government relations services to its clients – "anything and everything government." We utilize our knowledge of the legislative process and our relationships with the "players" in the process to assist clients by representing their interests and advocating their legislative agendas – be it a change in substantive law, a grant opportunity, an executive order or a budget line item.

Established in 1987, Ronald L. Book, P.A. specializes in providing government affairs services. Although we have a diverse and varied clientele, our firm was a pioneer in the representation of local governments nearly 20 years ago simply because we believe that local governments deserve the same professional and

effective representation as any Fortune 500 company. As a result, our local government clients have benefited from our firm's philosophy – "It CAN be done."

Our firm offers unparalleled knowledge and experience in the political process, gained from direct participation in the process. Each member of our firm has, at one time or another, worked for government. Hence, we bring the kind of perspective that only an "insider" can offer. With nearly 100 years of experience in legislative affairs between us, we stand ready to represent Palm Beach County.

At Ronald L. Book, P.A. we are proud that we have more experience in the appropriations process than any of our competitors. In addition to our success in the legislative arena, our success in the budget process is attributable to our direct knowledge of that process. Our firm has experience with budget matters at all levels of government gained from direct employment with those entities. Each associate brings a working knowledge of budget matters from executive, legislative and local perspectives. For example, as Special Counsel to Governor Bob Graham, Ron Book drafted and passed, literally, hundreds of budget amendments, giving him a rare and unique insight and detailed knowledge of Florida's appropriations process. His ability to locate dollars is unparalleled.

Furthermore, our experience representing local governments allows us to bring an in-depth perspective on major areas of importance to these entities such as health and human services, transportation, telecommunications, public safety, economic development, emergency preparedness, local government pre-emption, taxation and water and sustainability issues.

We believe our qualifications are best evaluated through the success we have had on behalf of similar clients. As such, below you will find a listing of several of our clients, along with a brief description of accomplishments on each client's behalf.

City of Aventura We have secured millions in funding for improvements to stormwater systems and secured funds for the city's Emergency Operations Center. We also passed legislation expanding the city's eminent domain powers, and we passed legislation that removed the local government pre-emption for termite and pest inspections. Lastly, we secured funding to assist the City in development of their comprehensive plan.

Brevard County

Brevard County has been a client since 2010. With the advent of the end of the Space Shuttle program in Cape Canaveral and the subsequent job loss of approximately 7000 people, Brevard County made a strong push for a myriad of incentives to alleviate the economic impact. Our firm, as part of the Brevard County lobbying team, worked with the team from Space Florida, to pass legislation that would provide flexibility to spend \$10 million in funds allocated in 2008 for improvements at existing launch complexes; create the "Space Transition and Revitalization (STAR) Act" which would allow for 20 percent of the Quick Action Closing Fund to be used for attracting and retaining aerospace and high-tech jobs; provide Space Florida with flexibility in using funds appropriated for Launch Complex for other complexes and related use; and streamline the board of Space Florida by reducing the number of board members from 19 to 15 to better enable the Board to recruit and retain aerospace businesses. Also, funding was allocated for the space industry as a whole through projects within the budget in the following amounts: \$10 million for project financing, \$3 million for business development, \$3.6 million for infrastructure needs and \$3.2 million for workforce retraining. Additionally, we worked with the team to secure funding in the amounts of \$7.5 million for facility infrastructure and \$3.8 million for Space Florida operations.

Brevard County continued:

Additionally, we were successful in securing funding for the following projects for Brevard County.

- Water Projects:
 - Source Reduction and Legacy Load Remediation of Muck/Indian River Lagoon \$800,000
 - Indian River Lagoon Oyster Restoration Project \$410,000
- Beach Renourishment: Mid Reach-Brevard County Shore Protection Project \$361,922
- Florida Recreation Development Assistance Program (FRDAP) Small Projects Fund:
 - Erma Nixon Park \$50,000
 - Bernice G. Jackson Park \$50,000
- Field of Dreams Sports Park \$50,000
- West Melbourne Community Park \$2,000,000
- Brevard County Health Department - Replacement Facility \$2,038,600
- Harry T. and Harriette V. Moore historic project \$500,000

Broward County: Our representation of Broward County has been successful in both appropriations issues as well as substantive issues. We have successfully represented the County's interests on issues such as Ocean Outfalls, Abandoned property on County busses, Affordable Housing and Growth Management, Child Protection Teams funding, preventing legislation capping the fee for Medical Examiners services, Taxi, Chauffeured Limousines and Uber Preemption of Local Governments, Stadium Financing of Professional Sports Facilities. We developed legislation creating Florida's Extremely Low Income housing program and secured \$30 million in funds for the program. We successfully defeated legislation that sought to preempt counties from regulating moving services, a critical priority for Broward County. Our firm was successful in passing legislation that allows for suspension, rather than termination, of Medicaid benefits for inmates in the state correction system.

While we have been successful in passing the County's priority legislation, we have also been successful in preventing the passage of legislation that would have been adverse to the County's interests, including, for the several years, bills that would have pre-empted County regulation of moving services. We were also successful in fending off legislation that would have diverted the \$2 fee that funds technology court costs. Also, our firm was instrumental in successfully fighting a cap on the fee used to fund services provided by the County's medical examiner.

Our appropriations success includes funding for beach renourishment funding, Child Protection teams, Florida Network Of Children's Advocacy Centers, services for developmental delays and disabilities, Disabilities - Complex Medical Needs; specifically for the Agency for Persons with Disabilities, in the reduction of the waitlist, and our firm has secured \$1.6 million in funds for the North Perry Airport Overlay. Over multiple years, we have advocated the County's position on Article V and Growth Management. Our firm was enormously influential in securing \$30 million funding for extremely low income housing and has continued to direct substantial funds toward affordable housing needs through affordable housing trust funds. We have secured funding for the Port Everglades Return Loop, Model Dependency Court and the African American Research Library. We have assisted in passage of numerous local bills, the most notable of which was creation of the countywide special district to fund children's services.

City of Cooper City Over the years, we have secured funding for a number of projects, including millions for stormwater/drainage improvements, \$100,000 for basketball courts at the sports complex, \$100,000 for community schooling projects for "at-risk" youth, \$112,500 for improvements for the Cooper City Tennis Park. We have assisted the city with several annexations, including Royal Palm Ranches annexation and the Waldrep Dairy annexation.

City of Doral We have successfully procured funding for water projects as well as funding for the 114th Ave Park Community Center.

City of Fort Lauderdale We have secured water project funding for the City. Also, we have secured funding for the City's Synthetic and Designer Drug Prevention Initiative Pilot Project for the City Police Department. In addition, we were successful in fighting off several fuel industry amendments that would have effectively removed the City's ability to regulate development or expansion of the fuel terminal station at Port Everglades, within its jurisdiction.

City of Hallandale Beach We have secured funding for the City's water projects. Additionally, during the 2013 Session, an amendment was filed that would have authorized independent special fire control district to levy non-ad valorem assessments to construct, operate, and maintain district facilities and provide services. We were able to defeat this language as it would have negatively impacted the City.

City of Lauderdale Lakes We have secured millions in funding for the operation of the Alzheimer Day Center, as well as millions in funds for stormwater projects, funds for the City's library and Northgate Park.

City of Marathon The City of Marathon has been our client for just over one year. During the most recent Legislative Session, as part of the Keys Water and Wastewater joint request, we worked with the Keys team and were able to secure \$50 million for the Florida Keys Wastewater Treatment Plan, a conglomeration of six entities including local governments and an aquaduct authority.

City of Miami We have secured funding for a number of projects, including millions for the Miami River Dredging Project, the preservation of the historic Black Police Precinct, parks improvements, mentoring programs, and juvenile justice and youth programs. We have also assisted the City of Miami with several substantive measures to address their financial crisis several years ago, including the passage of the parking surcharge legislation. The legislation was challenged in the courts and we were required to amend the statute several times to ensure it remained effective. The City of Miami continues to derive millions in revenues as a result of the surcharge. Two years ago, our firm successfully negotiated the issues related to the deed restrictions as Watson Island. We worked closely with the Division of State Lands, the Department of Community Affairs, the Governor and Cabinet to accomplish this. Ultimately, the Governor and Cabinet approved modifications to the deed restrictions. We no longer represent the City, as the City disbanded its entire team 2 years ago due to budget cuts.

City of Miramar Throughout our representation, we have secured funding for a number of projects, including more than \$1 million for improvements to stormwater systems, \$500,000 for library renovations, \$50,000 for the purchase and installation of hurricane shutters for city facilities, \$200,000 for improvements to Sunset Lake Park. We have also successfully assisted the City of Miramar with annexations. Most recently, we secured funding for the city's cultural arts center, and two regional parks.

City of North Miami We have represented the City of North Miami for nearly 20 years, during which time we secured tens of millions in funding for the development the City's Museum of Contemporary Art and other economic development projects, millions for stormwater/drainage improvements, and millions for various park projects and youth programs.

City of North Miami Beach During our representation, we have secured millions in funding for water projects, parks and recreation, various economic development projects, the Highland Lakes Village renovation project, and the Historic Fulford Fountain renovation project.

City of Palm Bay Secured \$4 million in funds for the construction of the Palm Bay Parkway in the City of Palm Bay. Additionally, we have secured millions in funding for the City's water project and for The Range, the City's Regional Training Complex.

City of Pinellas Park We have secured millions in funding, year after year, to assist the City with renovations to Park Boulevard, a major thoroughfare. Additionally, we have assisted the City in stopping several local bills that would have adversely impacted their fire rescue operations services. We have also been successful for the City in water project funding, and lastly, upon their request, we were able to pass a road naming for Congressman Bill Young.

City of Riviera Beach We have secured water project funding for the City. In addition, we were successful in fighting off several fuel industry amendments that would have effectively removed the City's ability to regulate development or expansion of the fuel terminal station at the Seaport, within its jurisdiction.

City of Sunny Isles Beach We have secured funding to defray the costs of the preparation of the City's comprehensive plan as well as millions in funding for stormwater improvements and renovation of City parks. Recently, we assisted the city with the restoration of a beach pier, an important economic development project.

City of Sunrise In addition to water funding, we have secured legislation that would allow local governments to lower the Local Business Tax without creating a study group to do an extensive review before making recommendations to the local government entity. This issue was prompted by the City of Sunrise.

City of Tallahassee Most recently, we were able to stave off onerous springs regulation legislation that would have shifted costs to local governments in requiring those on septic tanks to convert to sewer lines. We secured funding for the City's homeless program and have secured millions in funding for the remediation of Cascades Park, a once contaminated site. We have also secured millions in funding for various stormwater and wastewater projects.

Miami-Dade County Over the years we have secured funding for a number of projects, and we have assisted in creating and amending substantive law. Our work has brought millions to Miami-Dade for projects such as the Juvenile Assessment Center, the Juvenile Alternative Services Program (JASP), Elderly Meals Programs, the Trial Court Conflict Program and many others. We have passed several pieces of legislation that have helped the County manage the changes to Article V, Revision 7 of the state constitution, including a measure that allows Miami-Dade County to continue payment of courthouse bonds, preventing legislation capping the fee for Medical Examiners services, defeated the proposed preemption of the regulation of taxis, limousines in relation to Uber and other for hire car services, Stadium Financing of Professional Sports Facilities.

Additionally, we have secured multiple year funding for the Military Museum of South Florida, funding for Skyrise Miami, crisis outplacement/Miami-Dade homeless and elderly meals local service programs. Our firm addressed legislation that would have hindered the Public Health Trust contract negotiations, passed legislation that assisted the Public Health Trust with the leasing of office space, worked extensively on a myriad of bills addressing regulation of Sexual predators and offenders, the Aaron Cohen Life Protection Act that enhances the penalties for leaving the scene of a crash, pension reform, gaming issues, local government red light camera programs, abandoned or unclaimed property and vacation rentals regulation.

Additional Issue for Miami-Dade County

Issue: Completion of the Port of Miami Tunnel

Accomplishments: For many years, Miami-Dade County has planned a tunnel which will allow truck traffic to move quickly from the Port to other regional roads. Through a partnership with the state and federal government, Miami-Dade County secured funds to complete the initial stages of tunnel development. In late 2008, it became clear that the state had concerns related to the tunnel project and could not continue to move the project forward, ending years of effort by many stakeholders to complete the project, and threatening the growth of the County's port and the decline of the economy in the region. Our office worked closely with Miami-Dade Delegation, key legislative leaders, the office of the Governor and the Secretary of the Department of Transportation to find a solution to the issues which prevented the project from moving forward. We are proud to say that the Miami Port Tunnel has recently opened.

Pinellas County Board of County Commissioners Over the years, we have secured funding for a number of projects, and we have assisted them in creating and amending substantive law. Here are some specific examples: funding for non-emergency transportation services, passed legislation creating statutory guideline for disposition of unclaimed bodies and indigent burials, funds for beach renourishment and funds for bridge construction and renovation.

Village of Bal Harbour The Village of Bal Harbour has been a client for just over one year. We were able to secure funding for the City's water project during the 2014 Session.

Village of Palmetto Bay We have secured funding for City approximately \$2.7 million for the purchase of the C-100 Historic Bayfront property and hundreds of thousands in FRDAP grants for parks projects. We are assisting the Village in signage on the Florida Turnpike with the Department of Transportation.

3.1.3 Each proposer should submit a minimum of three (3) references demonstrating the successful provision of state lobbying services within the past 3 year(s). Each reference should include the following:

- a. Name of client company, contact names, addresses, telephone/ fax numbers, dollar amount of contracts and dates of service.**
- b. Scope of Work, types of services performed and number of full-time staff provided.**

RONALD L. BOOK, P.A. REFERENCES

Miami-Dade County

Miami-Dade County Attorney's Office
Suite 2810, Stephen P. Clark Center
111 N.W. 1st Street
Miami, FL 33128

Contact: Mr. Jess McCarty, Assistant County Attorney
Phone: 305.375.1634
Fax: 305.375.5634

Dollar amount for services: \$120,000 annually

Date of initiation of services: The firm has provided ongoing government affairs services to the County for more than 10 years.

Summary of services: Ronald L. Book, P.A., including all firm executives, provides state legislative and executive branch lobbying services to Miami-Dade County. The scope of services we provide is similar to those requested in RFP No. 15-008/SC. Florida's most populous county, Miami-Dade County has a rather large team of lobbyists, with our firm acting as lead lobbyist and coordinating assignments amongst other participating firms. We are typically required to handle several of Miami-Dade's critical priorities, including substantive and appropriations issues, including all of the work that entails. We are required to provide weekly reports during the session and monthly reports in the interim. We coordinate meetings for the County's mayor, commission and staff and testify on their behalf as necessary.

City of Aventura

19200 West Country Club Drive
Aventura, FL 33180

Contact: Mr. Eric Soroka, City Manager
Phone: 305.466.8910
Fax: 305.466.8919

Dollar amount for services: \$50,000 annually

Date of initiation of contract: The firm has provided ongoing government affairs services to the City since 1995.

Summary of services: Ronald L. Book, P.A., including all firm executives, provides state legislative lobbying services to the City of Aventura. We also provide executive branch services as necessary. The scope of services we provide is very similar to those requested in RFP No. 15-008/SC. We handle all substantive and appropriations matters for the City of Aventura, and all the work that entails. We are present in Tallahassee on the city's behalf, coordinating meetings with key stakeholders, and advocating the City's agenda. We provide reports to the mayor, council and manager as necessary.

University of Miami
1252 Memorial Drive
Coral Gables, FL 33146

Contact: Mr. Rudy Fernandez, Chief of Staff to the President,
Vice President for Government and Community Relations
Phone: 305.284.4330
Fax: 305.284.3768

Dollar amount for services: \$130,000 annually

Date of initiation of services: The firm has provided ongoing government affairs services to the University since 2004

Summary of Services: Ronald L. Book, P.A. including all firm executives, provides state legislative and executive branch lobbying services to the University of Miami. The scope of services we provide is similar to those requested in RFP No. 15-008/SC. The University of Miami is a private university with undergraduate and graduate/professional programs, including a medical school that has a partnership with Jackson Memorial Health System. As a result, we handle all University appropriations issues as well as all health care issues pertinent to the medical school, including all of the work that entails. We work closely with University staff that is present in Tallahassee during the session, coordinating meetings as necessary for University leaders, and advocating the University's agenda. We provide reports as necessary.

Miami Project to Cure Paralysis
Lois Pope Life Center
1095 NW 14th Terrace (R-48)
Miami, Florida 33136

Contact: Ms. Suzie Sayfie, Executive Director
Phone: 305.243.7146
Fax: 305.243.6017

Dollar amount for services: \$250,000 annually

Date of initiation of services: The firm has provided ongoing government affairs services to the Miami Project since 1995.

Summary of services: Ronald L. Book, P.A. including all firm executives, provides state level appropriations services to the Miami Project, as well as legislative and executive branch lobbying services. The scope of services we provide is similar to those requested in RFP No. 15-008/SC. Our firm has secured millions in state dollars for the Miami Project. Miami Project is the world renown comprehensive spinal cord injury research center, and a designated Center of Excellence at the University of Miami Miller School of Medicine. The Miami Project's international team is housed in the Lois Pope LIFE Center and includes more than 300 scientists, researchers, clinicians and support staff. The FDA approved Schwann cell transplantation trial, the only one of its kind in the world, is changing the spinal cord injury field and sets an important foundation for future Miami Project cell replacement therapies.

City of Fort Lauderdale
City Hall, 100 N. Andrews Avenue
Fort Lauderdale, FL 33301

Contact: Mr. Lee Feldman, City Manager
Phone: 954.828.5959
Fax: 954.828.5599

Dollar amount for services: \$40,000 annually

Date of initiation of services: The firm has provided ongoing government affairs services to the City since October of 2012.

Summary of services: Ronald L. Book, P.A., including all firm executives, provides state legislative and executive branch lobbying services to the City of Fort Lauderdale. The scope of services we provide is very similar to those requested in RFP No. 15-008/SC. We handle substantive and appropriations matters for the City of Fort Lauderdale, and all the work that entails. We are present in Tallahassee on the city's behalf, coordinating meetings with key stakeholders, and advocating the City's agenda. We provide reports to the mayor, council and manager as necessary.

City of North Miami

776 NE 125 ST
North Miami, FL 33161

Contact: Aleem Ghany, City Manager

Phone: 305.895.9830

Fax: 305.895.4658

Dollar amount for services: \$80,000 annually

Date of initiation of services: The firm has provided ongoing government affairs services to the City since 1995.

Summary of services: Ronald L. Book, P.A., including all firm executives, provides state legislative and executive branch lobbying services to the City of North Miami. The scope of services we provide is very similar to those requested in RFP No. 15-008/SC. We handle all substantive and appropriations matters for the City of North Miami, and all the work that entails. We are present in Tallahassee on the city's behalf coordinating meetings with key stakeholders, and advocating the City's agenda. We provide reports to the mayor, council and manager as necessary.

City of Tallahassee

300 S. Adams St., Suite A-20
Tallahassee, FL 32301

Contact: Max Stout, Special Projects Coordinator

Phone: 850.891.8002

Fax: 850.891.8542

Dollar amount for services: \$100,000 annually

Date of initiation of services: The firm has provided ongoing government affairs services to the City since 2002.

Summary of services: Ronald L. Book, P.A., including all firm executives, provides state legislative and executive branch lobbying services to the City of Tallahassee. The scope of services we provide is very similar to those requested in RFP No. 15-008/SC. We handle all substantive and appropriations matters for the City of Tallahassee, and all the work that entails. We are present in Tallahassee on the city's behalf coordinating meetings with key stakeholders, and advocating the City's agenda. We provide reports to the mayor, council and manager as necessary.

3.1.4 Proposer shall disclose any conflicts of interest your firm may have involving Palm Beach County. Such potential conflicts would include, but not be limited to, past representation of clients whose positions were adverse to the County in litigation or administrative proceedings within the past five years; present representation of clients who have placed the County on notice of potential claims or disputes; or representation in contract negotiation, anticipated or pending condemnation proceedings or in lobbying activities involving Palm Beach County or lobbying for clients whose position is contrary to Palm Beach County in Congress.

Neither Ronald L. Book of Ronald L. Book, P.A. nor any firm associate, has any actual or potential conflicts, as described above, that would preclude them from advocating on behalf of Palm Beach County.

Should an actual or perceived conflict arise, we would immediately notify the appropriate parties to be sure that there is a clear understanding of the situation and a solution that would ensure a positive outcome for the County. We cannot envision any potential conflict that we would not be able to resolve to the County's satisfaction.

3.2 PROJECT APPROACH AND UNDERSTANDING

The proposer shall provide a detailed narrative description of its approach and methodology for implementing the County's state legislative priorities including, but not limited to, the following:

3.2.1 Understanding of major metropolitan county issues, including specific knowledge of Palm Beach County.

This year, a new group of leaders will confront Florida's issues. A new House Speaker, Senate President, new committee chairs and new House and Senate members will surely have new ideas and new approaches. Changes in leadership may lead to changes in priorities, and the real question is, what does that mean for Palm Beach County? What can you expect under new leadership, and how will such changes impact the community? We already know that Florida's revenue picture continues to indicate an economic recovery, but we also know that the implementation of Amendment 1 may impact other local government priorities, including affordable housing. We also know that education will remain a high priority for Governor Scott. Meanwhile, continued growth in Florida's Medicaid spending could also impact other areas. Both House Speaker Designate Steve Crisafulli and President Designate Andy Gardiner have indicated that water supply, water management, water resources will be high priorities. Palm Beach County will need to ensure that we work closely with legislative leaders to secure our fair share of state funding for our many, varied water needs.

Having worked closely with large Counties over the years, we believe our firm and our firm professionals possess the requisite experience, expertise, and ability to perform the services requested. Past performance and track record speak for themselves. Our team's knowledge and ability to develop and implement successful legislative, regulatory and administrative strategies is incorporated within an extensive knowledge of key issues, including:

- Economic Development
- Budget and Taxation
- Environmental and Natural Resources
- Health and Human Services
- Transportation and Infrastructure
- Arts and Culture
- Public Safety

3.2.2 Ability to establish, maintain and enhance working relationships between County elected officials and staff and the executive and legislative branches of the state government and relevant state agencies

3.2.3 Method for communicating with and advising the County.

3.2.4 Overview of the project tasks and deliverables listed in the Section 4 – Scope of Work/Services.

3.2.5 County resources which will be required to conduct the services.

There is one guarantee in government affairs and politics, and that is change – changes in leadership, changes in priorities and changes to the process are all commonplace in Tallahassee. For more than 20 years, Ronald L. Book, P.A. has remained a constant in Tallahassee politics, and our clients have looked to us for advice and counsel to navigate that sea of change. We are able to provide effective solutions and achievement by offering our clients:

- Strategic planning with a proactive approach.
- Professional and experienced government relations consultants.
- Bipartisan contacts throughout Florida government.
- Dedication and determination to get the job done.

In our proposal, we have outlined our approach to representing Palm Beach County, which we will implement if selected to represent your interests in Tallahassee. If selected, we stand ready to accomplish the following:

- Work closely with the Palm Beach County Board of County Commissioners and key staff members, to accomplish the County's state legislative agenda;
- Utilize our positive, established, and long standing relationships with key policy makers, decision makers and elected officials within Palm Beach County, as well as with key members of the Legislature, the Governor's office, the Cabinet and all state agencies, including staff.
- Work to positively and successfully represent the County's State legislative agenda to the Legislature, including Representatives, Senators, and staff, members of the Executive branch, including the Governor, Cabinet and state agencies, including staff.
- Identify and prioritize agenda items and aggressively act to obtain appropriations for County projects, as well as focus on legislative issues that may impact the powers of local government.
- Assist with the drafting and analysis of proposed legislation, and recommending amendments as necessary;
- Raise, discuss and recommend any affirmative legislative action that may benefit the County.
- Facilitate meetings for County leaders and staff with members of the Florida Legislature as well as with Executive Branch officials and staff.

We are confident that we can provide meaningful and effective service as we work toward accomplishing your legislative goals. We are fully prepared to:

- Report and meet with the County on a weekly or as needed basis during the legislative session, interim committee meetings and special sessions on those issues important to the County and the actions taken on such issues.
- Report and meet with the County on a monthly basis when the Florida Legislature is not in session.
- Prepare monthly report (weekly during session), in a timely manner, advising the County of the current status of all issues that they are monitoring or tracking that may affect Palm Beach County, the actions taken on such issues, and recommendations for future actions on such issues.

We understand that all reports must be provided in a format and level of detail that is acceptable to the County.

- Provide a full range of lobbying, legislative counsel and advocacy services including meeting with members of the Legislature, and Executive branch, testifying at committee meetings on the County's behalf, assigning a designated person to closely monitor and review all substantive floor amendments and bills and preparing reports advising the County of the current status of legislation during the legislative session.
- Assist in writing, interpreting and monitoring legislation and regulations; drafting legislation, amendments, proviso language, position papers and testimony; and providing monthly written progress reports detailing services that have been rendered.
- Integrate our efforts by working closely with the County's Office of Legislative Affairs, and provide technical assistance and guidance as needed, to ensure a strong consistent legislative program.
- Quickly identify and inform the Office of Legislative Affairs of interest groups which may be working for or against the County's best interest, and agencies or local governments which may be competing for specific grants or appropriations, and help align support for the County's position.
- Arrange for meetings with members of the Palm Beach County Legislative Delegation, and other members of the state legislature, including those in leadership positions and on key committees, senior staff of the state legislature and key officials in the Governor's office and critical state agencies.
- Provide a comprehensive end of session report detailing the resolution of all issues worked on, detailing all actions taken on such issues.
- We will be available on a twenty-four hour basis during the session, for weekly conference meetings during session and committee weeks, and periodic calls during the interim. We will be available for meetings with County staff in Tallahassee as needed and for an annual presentation to the Board in Palm Beach County.
- In order to ensure a successful representation, any County resources which will be required to represent the County, would be utilized through the County's Office of Legislative Affairs as the main point of contact within the County, to ensure a seamless and efficient working relationship when specific technical information would be needed from department staff. Additionally, our firm would work through the Office of Legislative Affairs is the main point of contact with all elected officials within the County.

With vast experience representing local governments, we understand that capable representation is critical to your success in the legislative process. Our reputation for effective advocacy on behalf of local governments over many years, is proof that we are capable of advancing your agenda and producing successful results on a number of issues of critical importance. Whether it is an appropriations request, an economic development proposal or an taxation issue, our firm will be at the center of the debate, making a difference for the future of the community.

3.2.6 A description of the proposer's approach to the scheduling of work and prioritizing the County's request.

As a result of the fast-paced nature of the legislative process, it is important to begin implementing strategies that will allow us to accomplish our goals well in advance of the legislative session. More importantly, however, it is important to maintain constant communication as the legislative process and the priorities and direction of legislative leadership can change at a moment's notice. We pride ourselves on the fact that we are prepared for anything, ready to respond to such change and develop new strategy as often as necessary to obtain successful results.

We treat every issue – every amendment, every bill, and every budget request – as a priority, to ensure that we are not approaching issues from a reactionary perspective, but a proactive one. Furthermore, we understand that the legislative process is not a process that begins and ends in the 60-day legislative session, but rather a year-round process that requires constant vigilance, commitment and dedication.

If our team is selected to represent Palm Beach County, we will give County issues top priority. We are always available at a moment's notice to discuss strategy, provide intelligence or respond to a crisis.

3.3 Key Personnel and Operations

3.3.1 Ronald L. Book, P.A. Organizational Chart

RONALD L. BOOK, P.A. ORGANIZATIONAL CHART

Ronald L. Book, Esq., President & CEO | Ronald L. Book, P.A.

Ronald L. Book will serve as the primary contact. He will direct all aspects of the services provided, and will oversee the work of Ronald L. Book, P.A. firm professionals. He will provide governmental affairs and consulting services, including direct legislative and executive branch lobbying.

Kelly C. Mallette | Director of Government Affairs | Ronald L. Book, P.A.

Ms. Mallette will provide direct legislative and executive branch lobbying under the direction of Mr. Book.

Rana G. Brown | Government Affairs Consultant | Ronald L. Book, P.A.

Ms. Brown will provide direct legislative and executive branch lobbying under the direction of Mr. Book.

3.3.2 A list of the key personnel assigned to the project, identifying the primary contact with the County, and submit a complete resume detailing their experience, education, expertise, qualifications, and knowledge to provide the services outlined in Section 4 – Scope of Work/Services.

3.3.3 A description of the role of each staff member who will be responsible for performing the work in this project and monitoring the Contract.

3.3.4 The proposer shall identify projects of a similar nature in which each staff member has been involved.

Ronald L. Book, P.A.

Ronald L. Book

Ronald L. Book is President and Chief Executive Officer of Ronald L. Book, P.A., a law firm that specializes in government affairs. If chosen to represent Palm Beach County, he will be the prime contact for the County. Mr. Book will direct all aspects of the services provided, and will oversee the work of Ronald L. Book, P.A. firm professionals. He will provide governmental affairs and consulting services, including direct legislative and executive branch lobbying.

Kelly C. Mallette

Kelly Mallette has been lobbying with Ronald L. Book, P.A. for approximately 12 years and currently serves as the firm's Director of Government Affairs. She provides lobbying and advocacy services for numerous firm clients, including not-for-profit organizations, professional associations, multiple local governments and many other firm clients. She utilizes her expertise to facilitate winning strategies to achieve client objectives. She has been instrumental to the firm in securing funding for special projects and making various substantive changes which are now law in Florida. Kelly's experience as a Senate aide to the former Chairman of the Senate Appropriations Subcommittee on Health and Human Services has provided her with a unique insight into Florida's HHS budget, including knowledge of important

policies and priorities. She has also served as Senior Policy Advisor to the former Mayor of Miami. Her experience working in local government provides her with a unique knowledge and perspective on public sector issues. Kelly Mallette has also served as a Commissioner in the Village of Biscayne Park.

Ms. Mallette will provide direct legislative and executive branch lobbying under the direction of Mr. Book.

Rana G. Brown

Rana G. Brown, a Government Affairs Consultant with Ronald L. Book, P.A., has over 18 years of experience in government affairs. Ms. Brown specializes in the legislative process with a focus on state and local government and various private sector interests. Prior to joining Ronald L. Book, P.A. seven years ago, Ms. Brown headed the Advocacy department of the Greater Miami Chamber of Commerce where she restructured and developed the Chamber's government affairs focus to address issues affecting the business community at the local, state and federal levels. Prior to her work at the Chamber, Ms. Brown worked in the Office of the Mayor of Miami-Dade County, Intergovernmental Affairs Department. Ms. Brown's experience consists of nine years as staff in the Florida Senate both in Tallahassee and Miami, including work in the office of the Senate President and six years as a legislative assistant to a South Florida legislator. Ms. Brown holds a B.A. in History from Florida State University.

Ms. Brown will provide direct legislative and executive branch lobbying under the direction of Mr. Book.

3.3.5 A general statement of the proposer's current workload and the ability to incorporate our workload needs.

During the legislative session and the interim, Ronald L. Book of Ronald L. Book, P.A., and firm associates, will be fully available to Palm Beach County elected officials, Intergovernmental Affairs staff, and any of their designees. As noted above, Ronald L. Book, P.A., is more than a lobbying firm; it is also a law firm. Therefore, we are bound by the code of conduct and ethics standards of the Florida Bar. We have full confidence that we can incorporate the representation of Palm Beach County into our body of work.

We understand that a successful legislative program requires that each member of the team be available to Palm Beach County 24 hours-a-day, seven days a week to respond to questions and comments, to provide direction and facilitate strategy as we work toward accomplishing the County's goals. We treat every issue – every amendment, every bill, and every budget request – as a top priority. Furthermore, we understand that the legislative process is not a process that begins and ends in the 60-day legislative session, but rather a year-round process that requires constant vigilance, commitment and dedication.

The firm's mission is to provide a full range of government relations services to its clients – “anything and everything government.” We utilize our knowledge of the legislative process and our relationships with the “players” in the process to assist clients by advocating their interests and promoting their legislative agendas – be it a change in substantive law, a grant opportunity, an executive order or a budget line item. Combined, our team offers over 75 years of experience in the political process.

Included within this section are firm executive résumés for Mr. Book, Ms. Mallette, and Ms. Brown, as required in Section 3.3.2.

RONALD L. BOOK, ESQ.

EDUCATION:

1977	Tulane University, Juris Doctor
1974	Florida International University, Bachelor of Arts
1971-1973	University of Florida (Member of Student Senate 1972-1973) (Member of Fighting Gator Track Team 1971-1973)
1971	North Miami Senior High

EMPLOYMENT:

1987-Present	Ronald L. Book, P.A. – President and CEO: Firm specializes in Governmental Affairs and Administrative Law.
1983-1985	Sparber, Shevin, Shapo & Heilbronner and Book, P.A., Partner and Director of Administrative and Government Law Department.
1981-1983	Sparber, Shevin, Rosen, Shapo & Heilbronner, P.A., Associate.
1978-1981	Governor Bob Graham – Special Assistant, Cabinet and Legislative Affairs Office, 1978-1979 Director of Governor's Cabinet and Legislative Affairs Office, 1979-1980. Five (5) for Florida's future, 1980. Special Counsel on Cabinet and Legislative Affairs, 1980-1981.
1973-1975	Florida House of Representatives

AWARDS & HONORS:

1977-1978	Who's Who Among Students in America's Colleges and Universities Delta Theta Phi Gold Scholarship Award Recipient of AM Jur Book Award in Property Delta Theta Phi Law Fraternity "National Member of the Year" Award
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PERSONAL:

Mr. Book currently operates his own practice out of Aventura and Tallahassee. Of all his accomplishments, Ron is most proud of his children, Lauren (29), Samantha (28) and Chase (22).

Ronald L. Book
Page Two

ACTIVITIES & MEMBERSHIPS:

Former Member of the University of Florida Fighting Gator Track Team; Board of Florida International University Alumni Association; Founder, President, and Coach of North Miami Track Club; Member of Dade County and Florida Bar Associations; American Bar Association and American Judicature Society; Member of the Florida Bar Administrative Law; Health Law and Judicial Poll Committees; Member of Florida International University Presidential Search Advisory Committee; Member of Special Governor's Committee to Study and Recommend Revisions to the Operation of the Division of Administrative Hearings; Previously served as Pro Bono Counsel to Coconut Grove Playhouse; Co-Chair of Greater Miami Sports Council; Trustee Member of Greater Miami Chamber of Commerce; Local Organizing Committee Sunshine State Games; Vice-Chairman of Finance Committee; Chairman of North Dade Area Council of the Greater Miami Chamber of Commerce; State Affairs Committee; Legislative Affairs Committee; Special Olympics Gold Sponsor; Board Member Memorial Hospital Foundation; Member of the Steering Committee for the Summit of the Americas; Member of the Board of Directors of the Epilepsy Foundation of South Florida, Inc.; Member of the University Outreach Development Council; Chairman of the Olympic Soccer State Affairs Committee; and Member of the Governmental Relations Committee; Member of the Board of Joe DiMaggio Children's Hospital; Member of the Board of Directors of the Milton Littman Scholarship Foundation; Member of the Miami-Dade Homeless Trust and Chairman of the Finance Committee; Member and Chairman of the Board for the Baudhuin Oral School Board of Governors; Member of the Board of the Inner City Youth Center, Inc.; Member of the Miami-Dade County Article V Implementation Advisory Committee, and Member of the Greater Miami Chamber of Commerce distinguished Board of Governors; Pro Bono Counsel to Florida's Council on Physical Fitness; Special Pro Bono Counsel to Broward Partnership on Homeless; Special Pro Bono Counsel to Epilepsy Foundation of South Florida and the Florida Breast Cancer Coalition; Florida Council Against Sexual Violence; Member of the Orange Bowl Foundation Board of Directors 2005 – 2008; Chair of Children's Home Society of Florida Foundation; Trustee Member of United Way of Miami-Dade; Executive Committee Member, The National Conference for Community and Justice; Trustee Member of United Way of Miami-Dade; Executive Committee Member, The National Conference for Community and Justice; and Trustee Member of United Way of Miami-Dade; Member of Miami-Dade County Mayor's Mental Health Task Force; Chairman of the Mental Health Care Finance and Sustainability Subcommittee; Member of Advisory Board for new *Master's Degree in Education Law* at Shepard Broad Law Center, Nova Southeastern University.

KELLY C. MALLETTE

PROFESSIONAL PROFILE

Kelly Mallette is a results-driven public and government affairs specialist with expertise in government relations, lobbying and advocacy, public relations, community outreach and media communications. She is bright, resourceful and determined, with excellent relationships amongst government and community leaders and stakeholders.

Director of Government Affairs • Ronald L. Book, P.A.

November 2002 to Present

Ronald L. Book, P.A. is considered one of the most prestigious lobbying and governmental relations firms in Florida. The firm represents a long list of clients including Fortune 1000 companies, healthcare providers, professional sports franchises, community organizations and professional associations.

Provided legislative, government relations, strategic planning and public relations services, including direct legislative lobbying, legislative drafting services, legislative research, analysis and monitoring, report preparation, legislative committee testimony, and other services for the firm's clients. Built broad-based coalitions of support for key issues. Acted as client spokesperson before the Legislature. Served as liaison between clients and legislators, cabinet members, and state agencies. Provided various public relations services for the firm's clients, including media relations and strategy, community outreach and development and implementation of charitable and fundraising plans. Developed relationships between clients and stakeholders, including community organizations and public interest groups. Provided planning and logistics services for charitable and political fundraising events.

Senior Legislative Aide • Office of Senator Ronald A. Silver

October 1999 to October 2002

Senator Ron Silver began his service in the Legislature in 1978. He was the Dean of the Legislature and Chairman of the Appropriations Subcommittee on Health and Human Services.

Assisted the Senator in preparing his annual legislative agenda, including legislation and budget items. Formulated, prepared, reviewed and analyzed legislation and budget requests. Utilized knowledge of Senate rules and procedures to forward the Senator's agenda including making presentations before legislative committees and staff, working with members of the Senate, House of Representatives, Cabinet members, executive staff and lobbyists. Responsible for a working knowledge of current issues, Florida laws as well as detailed knowledge of legislative and budget processes. Prepared briefing papers, speeches, press releases, advertisements, position papers, newsletters and press packets. Hired and supervised legislative staff. Acted as Executive Director of Ronald A. Silver Charitable Foundation, duties included fundraising and organization of annual fundraising gala, management and oversight of financial accounts.

Kelly C. Mallette
Page Two

Senior Policy Advisor • Office of Mayor Joe Carollo

July 1997 to September 1999

Mayor Joe Carollo was the Mayor of the City of Miami during the City's financial crisis, one of the most difficult times in the city's history.

Advised on all policy matters. Researched and prepared Mayor Carollo for all city commission meetings. Drafted and reviewed legislation. Acted as formal press secretary including direct contact with members of the press, both print and broadcast. Wrote and issued formal press releases, and coordinated media conferences. Acted as liaison between the Mayor's office and the city administration as well as other local, state, national, and international agencies. Prepared speeches for mayoral presentations including annual state-of-the-city address and budget address. Organized large-scale special events including the annual state-of-the-city address. Advised on matters of protocol including meetings with various heads of state of international governments. Delivered speeches and proclamations on behalf of the mayor, and represented him at various political and community events.

AWARDS, HONORS AND AFFILIATIONS

- Commissioner, Village of Biscayne Park
- Board Member, Safe Neighborhood Parks Bonds Committee, appointed by Miami-Dade County Commissioner Sally Heyman
- City of Miami Beach Certificate of Appreciation for Outstanding Service
- City of Miami Salute for Outstanding Service
- Leadership Miami Alumnus, Greater Miami Chamber of Commerce (1998)

RANA G. BROWN

WORK EXPERIENCE

Ronald L. Book P. A.

- Government Affairs Consultant (February 2008 – Present) Advocate on behalf of client issues at state and local levels. Provide legislative, government relations, strategic planning and public relations services, including direct legislative lobbying, legislative drafting services, research, analysis and monitoring. Report preparation and other services for the firm's clients. Build broad-based coalitions of legislative support for key issues. Act as client spokesperson before the legislature. Serve as liaison between clients and legislators, cabinet members, and state agencies.

Greater Miami Chamber of Commerce

- Senior Vice President of Advocacy (October 2004 – February 2008) Lead the advocacy department of the nation's fifth largest chamber of commerce. Developed and implemented all governmental relations for the chamber's chairman, president and the over 2,000 community business leaders who are active in the Chamber. Developed a local, state and federal committee system, defined and developed business issues, engaged chamber members, elected officials and addressed issues at all levels of government. Hosted chamber political events with all local, state and federal officials.

Successfully coordinated and hosted president George W. Bush in a free trade agreement forum, October 2007; hosted the 2006 Florida gubernatorial candidate forum preceding the 2006 election; hosted a wide variety of political events and forums with numerous local and state elected officials on local and state business issues. Hosted various political debates during four of the chamber's annual goals conference. Wrote local, state and a federal issues packages, guided issues through the chamber's substantive committee process. Responsible for development and enactment of a new year-long series of governmental relations events. Promoted to management team of the chamber executive staff within seven (7) months. The chamber management team responsibilities include staff leadership and overall direction of the chamber.

Office of the Mayor, Miami-Dade County - Intergovernmental Affairs

- Assistant Director (December 2003-October 2004) Assisted in advancement of legislative and budgetary agenda items of the mayor and county commission at the state and federal government level; coordinated goals of various elected state officials, county officials and departments including lobbying, communications, writing on a wide range of issues. Assisted with the development of the ongoing comprehensive 2004 state legislative agenda and the 2004 state legislative report.
- State Government Coordinator (March 2000–August 2002) Assisted in managing the state legislative, funding and policy goals with the Miami-Dade County lobbying team and county staff. Responsible for the development of an ongoing comprehensive state legislative agenda for the 2001 and 2002 sessions and the state legislative report of the 2000, 2001 and 2002 sessions.

Rana G. Brown

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Roetzel & Andress, Governmental Affairs

- Legislative Consultant (February 2003 – December 2003) Worked with head lobbyist in the advancement of client issues before the Legislature.

Performing Arts Center of Greater Miami

- Director Of Governmental Relations (October 1999–March 2000) Developed and advanced legislative goals of the PAC working with state government, Miami-Dade County and the city of Miami.

Florida Senate

- Senior Legislative Aide, State Senator Ronald A. Silver (January 1994 – October 1999) Responsible for legislation, policy and briefings on Florida current affairs. Assisted in the development and promotion of the legislative agenda. Responsible for guiding the Senator's extensive legislative and budget agenda which included issues for Miami-Dade County, and cities within the district, as well as on behalf of organizations in South Florida. Represented the Senator while working with all members of the Senate, House of Representatives, Governors, lobbyists and staff as well as represented the Senator at district functions and meetings throughout the community.

Education

- Florida State University, B.A., History

3.4 LOCATION

Proposer shall specify the location(s), including the complete physical address, where the work for this project will be performed, including work performed by subcontractors, if applicable. Points for location shall be determined by each Selection Committee member based upon the requirements of the project.

Proposer shall thoroughly explain its accessibility in the areas of availability for meetings, general communications, coordination, supervision and the scheduling of work based on section 4.4, item 10.

Ronald L. Book, P.A. operates full-time offices in Aventura and Tallahassee, which affords the firm principals consistent proximity to clients and legislators, providing access to, and visibility amongst, key decision-makers. The end result for our clients is maximum accessibility.

As required by RFP NO. 15-008/SC, in section 4.4 item 10 (J), Ronald L. Book, P.A. will be fully available for meetings, any communications, coordination, supervision and the scheduling of work based on section 4.4, item 10 (J). Our firm will participate in weekly conference calls during session and committee weeks, and periodic calls outside of session, on all issues assigned to our firm. We will also be available for meetings called by the County staff in Tallahassee as needed and an annual presentation to the Board, in Palm Beach County.

Ronald L. Book, President and CEO

Ronald L. Book, P.A.

Ron@rlbookpa.com

Aventura
Harbour Centre
18851 N.E. 29th Avenue, Suite 1010
Aventura, FL 33180
P: 305-935-1866 | F: 305-935-9737

Tallahassee
104 West Jefferson Street
Tallahassee, FL 32301
P: 850-224-3427 | F: 850-224-3361

3.5 PRICE PROPOSAL

As required in Section 3.5 in RFP NO. 15-008/SC, State Lobbyist Services for Palm Beach County, Florida, enclosed within this section please find the completed Price Proposal forms, (Appendix A) for Ronald L. Book, P.A.

**REVISED APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 15-008/SC**

Page 1 of 2

The following price is submitted as the all inclusive firm fixed price to provide the Legislative Affairs Department with State Lobbyist Services for the issues marked with "X" below in accordance with the Requirements/Scope of Work/Services set forth in this RFP document.

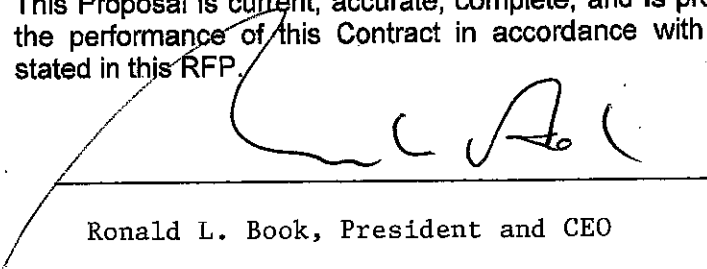
Item	ISSUES	Mark "X"
A.	Economic Development Legislative Priorities	X
B.	Budget & Taxation Policy Legislative Priorities	X
C.	Environmental/Natural Resources Legislative Priorities and Support Issues	X
D.	Transportation & Infrastructure Legislative Priorities	X
E.	Public Safety Legislative Priorities and Support Issues	X
F.	Health & Human Services and Healthcare Legislative Priorities and Support Issues	X
G.	Consumer Services Legislative Priorities	X
H.	Local Government/Administrative Legislative Priorities	X
I.	Educational Legislative Priorities	X
J.	Agriculture	X

TOTAL PROPOSED ANNUAL PRICE: \$ \$50,000 all inclusive

The Total Proposed Annual Price shall remain fixed for the term of the Contract and the four (4) one (1) year renewal options, if exercised.

The Proposer certifies by signature below the following:

- a. This price is current, accurate complete, and is presented as the Total Price, including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.
- b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFP.



Ronald L. Book, President and CEO

**REVISED APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 15-008/SC**

Page 2 of 2

- c. This Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
- d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the County.

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.

NAME (PRINT): Ronald L. Book

TITLE: President and CEO

COMPANY: Ronald L. Book, P.A.

ADDRESS: 18851 NE 29 Ave., Ste. 1010

CITY/STATE/ZIP: Aventura, FL 33180

TELEPHONE NO. 305.935.1866

SIGNATURE: 

3.6 BUSINESS INFORMATION

As required in Section 3.6 in RFP NO. 15-008/SC, State Lobbyist Services for Palm Beach County, Florida, enclosed within this section please find the completed Business Information form, (Appendix B) for Ronald L. Book, P.A.

**REVISED APPENDIX B
BUSINESS INFORMATION
RFP NO. 15-008/SC**

Full Legal Name of Entity: Ronald L. Book, P.A.
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: 18851 NE 29 Avenue, Suite 1010
Aventura, FL 33180

Telephone Number: (305) 935-1866 Fax Number: (305) 935-9737

Form of Entity

- ☒ Corporation
☐ Limited Liability Company
☐ Partnership, General
☐ Partnership, Limited
☐ Joint Venture
☐ Sole Proprietorship

Federal I.D. Number: 59-2769674

(1) If Proposer is a subsidiary, state name of parent company.

Caution: All information provided herein must be as to Proposer (subsidiary) and not as to parent company.

(2) Is Entity registered to do business in the State of Florida? Yes ☒ No ☐

If yes to the above, as of what date? January 29, 1987

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: 

NAME (PRINT): Ronald L. Book

TITLE: President and CEO

COMPANY: Ronald L. Book, P.A.

3.7 AMENDMENTS TO THE RFP

RFP NO. 15-008/SC, Amendment #1 – Acknowledgement of receipt of revised Appendices A through E.

AMENDMENT No. 1

DATED: November 6, 2014

Palm Beach County Purchasing Department
50 South Military Trail, Suite 110, West Palm Beach, FL 33415

RFP No. 15-008/SC

Title: State Lobbyist Services

Request for Proposal Due Date: November 18, 2014

This Amendment is issued to provide additional information and clarification to the RFP document:

A. Proposers are advised of the following changes to the RFP:

1. The headings of APPENDICES A through E are corrected with the following REVISED APPENDICES A through D provided as Attachments to this Amendment:

Attachment 1	REVISED - APPENDIX A, PRICE PROPOSAL PAGES
Attachment 2	REVISED - APPENDIX B, BUSINESS INFORMATION
Attachment 3	REVISED - APPENDIX C, SBE SCHEDULES 1, 2, 3(A), & 4, RFP No. 15-008/SC. Proposers are advised to replace <u>only</u> <u>Page 49</u> , the cover page to the SBE Schedules; all SBE Schedules remain the same.
Attachment 4	REVISED - APPENDIX D, DRUG FREE WORKPLACE CERTIFICATION.

Proposers shall submit the Revised Appendices in place of the original Appendices.

B. Questions received from Ericks Consultants, Inc., and Legislative Affairs Department's responses:

- Q.1. Our firm would like to subcontract with one individual from another firm, but not the entire firm, to work with us on a few specific items of interest to the county [e.g. *Joe Lunchbucket, Partner with Acme Products*]. Is such contractual relationship allowed? That individual, nor his firm, does not qualify as a small business enterprise. If such a subcontractor is allowed, what information from that subcontractor should be submitted with our response, e.g., may we show his "experience, qualifications, background and references" etc. along with our response under that heading or must we submit a separate document for him that basically mirrors our response? It makes sense for us to include/merge all of his qualifications, etc. within our response since we would be working as a team.

- A.1. The County would consider your firm as the proposer submitting a proposal that includes the individual as a subcontractor. The proposer should include in its proposal the subcontractor's specific skills, knowledge, experience, qualifications and references, etc., under the corresponding headings of the RFP. It should be noted if the subcontractor(s) is from a different firm.
- Q.2. Do we need to submit a Certificate of Insurance from that individual's firm along with the one submitted from our firm, or does our insurance cover a subcontractor in this instance?
- A.2. Ultimately, the proposer/primary contractor responding to this RFP is responsible for the Contract and any issues that arise. However, it would be in the best interests of both the proposer and the County to require any subcontractor(s) to meet the same insurance requirements as the proposer including naming the County as an Additional Insured. The proposer's certificate of insurance will be required prior to the County executing the Contract.
- Q.3. Third, our assumption is that Schedules 1, 2, 3A and 4 will not need to be completed since we are not engaging a SBE; is that assumption correct?
- A.3. Proposer does not need to complete Schedules 1, 2, 3A and 4 if proposer's firm is not an SBE and you are not engaging an SBE subcontractor.

All changes addressed in this Amendment No. 1 shall be incorporated into RFP No. 15-008/SC and the final contract. All other terms and conditions of the RFP remain the same and unchanged.

NOTE: Please acknowledge receipt of this Amendment No. 1 by signing below and returning this page with your Proposal Response. Each Amendment to the RFP shall be signed by an authorized agent and submitted with the proposal or the proposal shall be deemed non-responsive.



Donna Pagel, Purchasing Manager

ACKNOWLEDGMENT:

Ronald L. Book, P.A.
COMPANY NAME



SIGNATURE

11/14/14
DATE

3.8 ADDITIONAL INFORMATION

- SBE Schedules 1, 2, 3,(A), & 4 (Appendix D) – Not Applicable
- Drug Free Workplace Certification (Appendix E) – See Attached

REVISED APPENDIX D
DRUG-FREE WORKPLACE CERTIFICATION
RFP NO. 15-008/SC

IDENTICAL TIE PROPOSALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie proposals are received from vendors who have not submitted with their proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie proposals.

This Drug-Free Workplace Certification form must be executed and returned with the attached proposal, and received on or before time of proposal opening to be considered. The failure to execute and/or return this certification shall not cause any proposal to be deemed non-responsive.

Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by Ronald L. Book the
(Individual's Name)

President and CEO of Ronald L. Book, P.A.
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Signature

54

Date

11/14/14

**CONTRACT FOR
STATE LOBBYIST SERVICES
(Contract No. 15-008/SC-2)**

This Contract No. 15-008/SC-2 is made as of this _____ day of _____, 2015, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Corcoran & Associates, Inc., dba Corcoran & Johnston, 21748 State Road 54, Suite 102, Lutz, FL 33549, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT's responsibility under this Contract is to provide state lobbyist services to the Legislative Affairs Department in accordance with Exhibit A, Scope of Work/Services, and Exhibit B, CONSULTANT's proposal dated November 6, 2014, and Exhibit C, Non-Discrimination Policy, all of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Todd Bonlarron, Director, Legislative Affairs Department, telephone number (561) 355-3451 or designee.

The CONSULTANT's representative/liaison during the performance of this Contract shall be Michael Corcoran, President & CEO, telephone number (813) 527-0172.

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibit A, Scope of Work/Services; (2) the provisions of RFP No. 15-008/SC-2 and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit B, CONSULTANT's proposal dated November 6, 2014, and Exhibit C, Non-Discrimination Policy; and (4) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 - SCHEDULE

The CONSULTANT shall commence services on January 13, 2015, and complete all services by January 12, 2016, with four (4) one (1) year options for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

ARTICLE 4 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, shall not exceed a total contract amount of Thirty-Five Thousand Dollars and no cents (\$35,000.00).

The CONSULTANT will bill the COUNTY on a monthly basis for equal monthly payments of Two Thousand Nine Hundred Sixteen Dollars and Sixty-Seven Cents (\$2,916.67) for eleven (11) months and Two Thousand Nine Hundred Sixteen Dollars and Sixty-Three Cents (\$2,916.63) for the twelfth (12th) month for the annual amount set forth in Exhibit B for services rendered toward the completion of the Scope of Work/Services. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT's final/last billing to the COUNTY. This shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONSULTANT.

ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 6 within three (3) years following final payment.

ARTICLE 7 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
4. Continue and complete all parts of the work which have not been terminated.

ARTICLE 8 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT's key personnel, as may be listed in Exhibit B, attached hereto and incorporated herein, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

ARTICLE 9 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT, CONSULTANT's employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The CONSULTANT is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R-2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT: 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 10 - SMALL BUSINESS ENTERPRISES SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project, the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

- A. The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.
- B. The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.
- C. The CONSULTANT incorporates Schedule 1 List of proposed SBE-M/WBE Prime/Subcontractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, percentage and/or dollar value of the SBE-M/WBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE-M/WBE sub-consultants on Schedule 1 agreeing to perform the contract at the listed percentage and/or dollar value.

The CONSULTANT understands that each SBE firm utilized on this contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

- D. The CONSULTANT understands that it is the responsibility of the department letting the contract and the Office of Small Business Assistance (OSBA) to monitor compliance with the SBE Ordinance requirements. In that regard, the CONSULTANT agrees to furnish progress payment reports to both parties on the progress of the SBE-M/WBE participation on each pay application submitted.
- E. The CONSULTANT further agrees to provide OSBA with a copy of their contract with the SBE sub-consultant or any other related documentation upon request.
- F. After contract award, the successful CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the proposed SBE percentages submitted with the proposal. Requests for

substitutions must be submitted to the department issuing the Request for Proposal and the OSBA.

- G. The CONSULTANT understands that it is prohibited from making any agreements with an SBE in which the SBE promises not to provide sub consultant quotations to other proposers or potential proposers.
- H. The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 11 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 12 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

ARTICLE 13 - INSURANCE REQUIREMENTS

It shall be the responsibility of the CONSULTANT to provide initial evidence of the following minimum amounts of insurance coverage to:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

Subsequently, the CONSULTANT shall, during the term of the Contract, and prior to each renewal thereof, provide such evidence to ITS at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

The CONSULTANT shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of the Contract. The requirements contained

herein, as well as COUNTY's review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract. CONSULTANT agrees to notify the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. Further, CONSULTANT shall agree that all insurance coverage required herein shall be provided by CONSULTANT to COUNTY on a primary basis.

- A. **Commercial General Liability:** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Business Auto Liability:** CONSULTANT shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONSULTANT owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the CONSULTANT indicating either the CONSULTANT does not own any vehicles, and if vehicles are acquired throughout the term of the contract, CONSULTANT agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- C. **Workers' Compensation Insurance & Employer's Liability:** CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- D. **Professional Liability:** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims -

made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

- E. **Additional Insured Clause:** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County as an Additional Insured.
- F. **Waiver of Subrogation:** CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- G. **Certificates of Insurance:** Within forty-eight (48) hours of the COUNTY's request to do so, the CONSULTANT shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. During the term of the Contract and prior to each subsequent renewal thereof, the CONSULTANT shall provide this evidence to ITS at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage.
- H. **Umbrella or Excess Liability:** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance,

including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 14 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 16 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

ARTICLE 17 - CONFLICT OF INTEREST

The CONSULTANT 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 or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. The CONSULTANT

further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 18 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONSULTANT's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 19 - ARREARS

The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 22 - CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract 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 the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23 - PUBLIC RECORDS, ACCESS AND AUDITS

The CONSULTANT shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such

records as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

Notwithstanding anything herein to the contrary, as provided under Section 119.0701, F.S., where the CONSULTANT: **(i) provides a service and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S.**, the CONSULTANT is required to:

- 1) maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service;
- 2) provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided by Florida 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; and
- 4) meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure of the CONSULTANT to comply with these requirements shall be a material breach of this Contract.

ARTICLE 24 - NON-DISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

Prior to execution of a contract with the COUNTY, the CONSULTANT shall submit a copy of its non-discrimination policy, which shall be consistent with the non-discrimination requirements as set forth above per Resolution R-2014-1421, as may be amended. In the event that the CONSULTANT does NOT have a written non-discrimination policy, the CONSULTANT shall sign and submit to the COUNTY a statement affirming that its non-discrimination policy conforms to the commitments set forth herein.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at

all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

ARTICLE 29 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 30 - NOTICE

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kathleen M. Scarlett, Director
Purchasing, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

With a copy to:

Todd J. Bonlarron, Director
Palm Beach County - Legislative Affairs Department
301 North Olive Avenue, Suite 1101
West Palm Beach, FL 33405

If sent to the CONSULTANT, notices shall be addressed to:

Michael Corcoran, President & CEO
Corcoran & Associates, Inc.
dba Corcoran & Johnston
21748 State Road 54, Suite 102
Lutz, FL 33549

ARTICLE 31 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 29 - Modifications of Work.

ARTICLE 32 - REGULATIONS; LICENSING REQUIREMENTS:

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Mayor of the Board County Commissioners of Palm Beach County, Florida, on behalf of the COUNTY, and the CONSULTANT have executed this Contract on the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

WITNESSES:

CONSULTANT:

Signature

CORCORAN & ASSOCIATES, INC.
dba CORCORAN & JOHNSTON

Company Name

Name (type or print)

BY: _____
Signature

Signature

Michael Corcoran

Typed Name

Name (type or print)

President & CEO

Title

(corp. seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS:

By: _____
Department Directo

EXHIBIT A
SCOPE OF WORK/SERVICES
Contract No. 15-008/SC-2

1. PURPOSE

CONSULTANT shall represent Palm Beach County (COUNTY), work collaboratively with the County Commission, County Administrator and key staff members to represent the interests of the COUNTY and assist the Legislative Affairs Department (LAD) in interests before the Florida Legislature, its committees and members, and the Executive branch of the state government including the Governor, Cabinet and state agencies. The CONSULTANT shall assist LAD in monitoring legislative, executive and regulatory activity at the state government level.

2. HISTORY AND BACKGROUND

According to the 2010 Census, Palm Beach County has a base population of 1,320,134, making it the third largest county in Florida behind Miami-Dade (2.49 million) and Broward (1.74 million). About 55 percent of Palm Beach County residents live in one of 38 municipalities, the remaining 587,844 living in unincorporated areas.

Not counting Lake Okeechobee (which covers 488,000 acres), Palm Beach County covers 1,971 square miles of land and is larger than two states: Rhode Island and Delaware. The County stretches along 45 miles of the Atlantic Ocean with urban areas to the east and more rural/agricultural areas to the west.

The three major multibillion-dollar industries in Palm Beach County are tourism, construction and agriculture. There are also many high-tech industries such as bioscience that contribute to the growing economy.

For nearly 20 years, the County has contracted with firms for professional lobbying services in order to successfully negotiate legislation and appropriation requests that benefit the diverse needs of the County. Given the large population and land mass of the County combined with the size of our neighbors to the South – Broward and Miami-Dade, the County's professional lobbying needs are demanding. Currently, the COUNTY has five state professional lobbying firms representing it with each firm being paid an annual contract amount of \$35,000.

The COUNTY currently monitors the following State of Florida issues:

A. ECONOMIC DEVELOPMENT LEGISLATIVE PRIORITIES

1. Glades Regional Initiatives
2. Expansion of Gaming at Pari-Mutuel Facilities
3. Film and Television Incentive Program
4. Scripps and Biomedical Research Funding

B. BUDGET & TAXATION POLICY LEGISLATIVE PRIORITIES

1. Unfunded Mandates/Medicaid Cost Shifts
2. Article V
3. Internet Sales Tax

C. ENVIRONMENTAL/NATURAL RESOURCES LEGISLATIVE PRIORITIES

1. Lake Region Water Infrastructure Improvement Projects
2. Lake Worth Lagoon Initiative
3. Beach and Inlet Management Project Appropriations:
4. Freshwater Lake Restoration
5. Estuarine Restoration
6. Renewable Energy/ South Florida Climate Change Compact

SUPPORT ISSUES

1. Loxahatchee River Preservation Initiative
2. Everglades Restoration and Florida Forever
3. S-155 Control Structure Reconfiguration
4. Department of Environmental Protection – Beach Funding & Permitting
5. Water Resource Development Funding
6. Regulatory Flexibility/Affordability
7. Alternative Water Supply Funding
8. Assault on Utility Workers
9. Sustainable Water Use Permit and Incentives
10. Reclaimed Water Use for Agricultural Purposes
11. Maintain Funding for the State Petroleum Cleanup Program
12. Maintain Funding for the Petroleum Storage Tank Compliance Local Programs
13. Florida Recreation Development Assistance Program

D. TRANSPORTATION & INFRASTRUCTURE LEGISLATIVE PRIORITIES

1. Flood Prevention
2. Growth Management and Infrastructure
3. Rail Service on the FEC Corridor
4. DMV Facility Service/Mounts Botanical Gardens

E. PUBLIC SAFETY LEGISLATIVE PRIORITIES

1. Regional Juvenile Detention Center & Juvenile Assessment Center Replacement
2. Adjustment to the State/County Shared Detention Center Cost Split
3. Sober Homes
4. Pre-Trial Release
5. Reentry for Non-Violent Offenders
6. Regain Local Ability For Limited Gun Regulation
7. Mental Health Funding Pilot Program
8. Fireworks
9. Emergency Medical Drug Shortage
10. Domestic Violence
11. Lifeguard Certification and Training
12. Animal Care And Control Legislation

13. Waiver of Public Record Fees for Criminal Justice Commissions
14. Marchman Act Revisions

SUPPORT ISSUES

1. Emergency Preparedness Issues
2. Juvenile Justice – Florida Statute 985 Rewrite
3. Funding for Enhanced Lighting in High Crime Areas
4. Florida SERT (State Emergency Response Team)

F. HEALTH & HUMAN SERVICES AND HEALTHCARE LEGISLATIVE PRIORITIES

1. Transportation Disadvantaged Programs
2. Homelessness
3. Affordable Housing
4. Public Records Exemption for Homeless Point in Time Count Identifying Data
5. Child Welfare

SUPPORT ISSUES

1. Retinoblastoma
2. Sickle Cell Anemia Screening

G. CONSUMER SERVICES LEGISLATIVE PRIORITIES

1. Towing Bill

H. LOCAL GOVERNMENT/ADMINISTRATIVE LEGISLATIVE PRIORITIES

1. Value Adjustment Board
2. Henry Flagler Bill

I. EDUCATION LEGISLATIVE PRIORITIES

1. State Library Funding
2. Florida Atlantic University Funding
3. Cultural Facilities Funding
4. Signage at Public Schools –Local Bill
5. Elimination of School Readiness Wait List/Expand Early Learning Coalition Subsidized Childcare

J. AGRICULTURE

1. Farm to School Programs
2. Gleaning

3. CONSULTANT'S RESPONSIBILITIES

- A. The CONSULTANT shall, at a minimum, possess the following qualifications: 1) a strong working knowledge of state legislative, administrative and regulatory processes; 2) a clear understanding of large urban areas as well as large agricultural areas, including specific knowledge of Palm Beach County; 3) a history of successful state lobbying experience; and 4) a clear strategy for representing the COUNTY.

- B. The CONSULTANT shall work closely with the Palm Beach County Board of County Commissioners (BOARD), County Administration and key staff members to accomplish the COUNTY's state legislative agenda.
- C. The CONSULTANT must have positive, established, on-going relationships with key policymakers, decision makers and elected officials within the Palm Beach County Legislative Delegation, as well as key members of the Legislative branch, Governor's office, Cabinet and state agencies.
- D. The CONSULTANT shall effectively present and represent the COUNTY's State Legislative Agenda to Representatives, Senators and Members of the Executive branch (including the Governor, Cabinet and state agencies) in a direct lobbying effort on behalf of the COUNTY.
- E. The CONSULTANT shall assist with identifying and prioritizing agenda items and aggressively acting to obtain appropriations for various projects within the COUNTY as well as focusing on legislative issues that may impact the powers of local government.
- F. The CONSULTANT shall have the responsibility of providing the COUNTY with weekly written status reports during Committee weeks and the annual Legislative Session, regular written status reports during other times of the year as directed by LAD, and shall provide presentations before the BOARD and senior staff at the conclusion of the annual Legislative Session and as otherwise requested

4. SERVICES

CONSULTANT shall provide services to include, but are not limited to the following:

- A. Represent the COUNTY and the BOARD before the Florida Governor, Florida Legislature, Cabinet and state agencies.
- B. Secure funding for programs and projects which have been identified by the COUNTY as priorities, including proactive identification of new funding opportunities.
- C. Work closely with COUNTY Administration, the Director of Legislative Affairs and COUNTY staff in researching current issues and providing background information.
- D. Coordinate with COUNTY's State Delegation in gaining support for the COUNTY's legislative agenda; assist in drafting appropriate correspondence, scheduling briefings and meetings and identifying key state contacts.
- E. Provide technical assistance and guidance to the Director of Legislative Affairs in correspondence and reports.

- F. Identify key state contacts relating to specific COUNTY issues; propose and implement lobbying strategies to help support the COUNTY's state legislative agenda.
- G. Provide activity reports and periodic updates as directed by LAD on pending legislation. For e.g., provide weekly written status reports during committee weeks and the annual Legislative Session and regular written status reports during other times of the year.
- H. Identify special interest groups which may be working for or against the COUNTY's best interests, and agencies or local governments which may be competing for specific grants or appropriations, and help align support for the COUNTY's position.
- I. Develop a schedule for research reports and other activities in order to meet state guidelines, standards and deadlines.
- J. The CONSULTANT shall be available for weekly conference meetings during session and committee weeks and periodic calls outside of session, meetings with COUNTY staff in Tallahassee as needed, and an annual presentation to the BOARD to take place in Palm Beach County, Florida.

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EXHIBIT B
CONSULTANT'S PROPOSAL DATED November 6, 2014
Contract No. 15-008/SC-2
(52 Pages)

EXHIBIT C
NON-DISCRIMINATION POLICY
Contract No. 15-008/SC

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All proposers doing business with Palm Beach County, Florida are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event a proposer does not have a written non-discrimination policy, such proposer shall be required to sign a statement affirming its non-discrimination policy is consistent with Palm Beach County's policy.

Check one:

- () Proposer hereby acknowledges that it **does not** have a written non-discrimination policy and **affirms by signing below** that its non-written non-discrimination policy is in conformance with Palm Beach County's Resolution R-2014-1421, as may be amended.

PROPOSER:

Company Name

Signature

Name (type or print)

Title

OR

- () Proposer hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

NOTE:

Proposer's failure to either: (i) have a written or non-written non-discrimination policy in conformance with Palm Beach County's policy set forth above; **or** (ii) provide Palm Beach County, with the information set forth above, will render proposer non-responsive.

Proposer shall notify Palm Beach County in the event it no longer maintains a written or non-written non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

CORCORAN & JOHNSTON

GOVERNMENT RELATIONS

RESPONSE TO PALM BEACH COUNTY'S RFP NO. 15-008/SC

STATE LOBBYIST SERVICES

CORCORAN & JOHNSTON

GOVERNMENT RELATIONS

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CORCORAN & JOHNSTON

GOVERNMENT RELATIONS

November 6, 2014

Ms. Sharon Cushnie
Senior Buyer
Palm Beach County Purchasing Department

Dear Ms. Cushnie:

On behalf of our team, thank you for the opportunity to respond to Palm Beach County's State Lobbyist Services Request for Proposal 15-008/SC.

Corcoran & Johnston Government Relations is a full-service governmental relations and advocacy firm, serving clients before Florida's legislative and executive branches of government. We are confident our team is well-qualified and uniquely suited to deliver consistent results for Palm Beach County. Throughout this response, we have highlighted our team as well as our approach and have demonstrated our history of success on behalf of our clients. We strongly believe this team will meet and exceed the expectations of Palm Beach County.

Corcoran & Johnston Government Relations is a Florida-based lobbying firm, located at the following addresses:

Central Florida Office

21748 State Road 54, Suite 102
Lutz, FL 33549

Tallahassee Office

200 W. College Avenue
Tallahassee, FL 32301

South Florida Office

4950 SW 8th Street
Coral Gables, FL 33134

We propose a continued working relationship with Palm Beach County, as we have had the sincere pleasure of representing the County since 2006. Should you have any questions or require additional information during the period of proposal evaluation, please do not hesitate to contact me. My contact information is as follows:

Jeff Johnston, Managing Partner

Corcoran & Johnston Government Relations
21748 State Road 54, Suite 102
Lutz, FL 33549

jeff@corcoranfirm.com

Office Number: (813) 527-0172; Cell Number: (813) 777-9858; Fax Number: (813) 949-0870

Thank you, in advance, for your consideration of this request. We would be honored to continue to work with you toward the enhancement and expansion of Palm Beach County's opportunities in Florida's State Capitol.

Sincerely,



Jeff Johnston
Managing Partner

3.1.1 – EXPERIENCE AND QUALIFICATIONS

Founded in 2001, Corcoran & Johnston Government Relations is a full-service governmental affairs firm with expertise in all areas of state and local government. The firm has been recognized as one of Florida's Top Lobbyists by *Florida Trend Magazine* in March 2013 and ranked in the Top Florida Lobbyists by *Sunshine State News* in October 2013 and June 2014.

At Corcoran & Johnston, we understand the complexities and nuances of the legislative and regulatory process. We measure our success against our ability to guide our clients through procurements, contracts, legislation, regulations and appropriations that govern their respective interests.

At the state level, the firm assists clients with legislative and executive branch lobbying. In addition, the firm provides state procurement, bidding, contract, regulatory and appropriations assistance to ensure that our clients' needs are addressed by the appropriate parties in a timely and effective manner.

Our combined subject matter expertise at the state level extends to agriculture, affordable housing, appropriations, economic development, environmental, gaming, health care, higher education, insurance, judicial regulations, local government, nursing home care, pharmacy, public safety, real estate development, regulated industries, finance and tax, telecommunications, tort reform and transportation.

During the annual Legislative Session, Special Sessions and at various times throughout the year, we are on the ground in Tallahassee, working the halls of Florida's State Capitol and throughout the agencies of Florida's Executive branch, advocating on behalf of our clients. When the Legislature is not in Session, we travel throughout the state, meeting with elected officials and staff in district offices across Florida.

At the local level, the firm assists clients with substantive, appropriations and procurement matters before appointed boards, county commissions, planning commissions and quasi-governmental agencies. We counsel

and assist throughout the entire procurement and contract management processes. We also assist clients with matters before county executive agencies and school boards. We have successfully assisted clients with all types of administrative and contractual regulations, environmental, health care, insurance, planning and zoning, telecommunications and utility issues and regulations. We also perform general governmental and political consultation regarding local boards and commissions on behalf of our clients.

As an added value, the firm provides daily news clipping and information services as well as access to the most technologically advanced legislative tracking system in Florida. We are capable of providing real-time updates of legislation, news, press releases, legislative calendars and committee reports and actions to our clients. We also compile detailed and customized legislative tracking and status reports for our clients.

In both state and local arenas, the firm assists clients in identifying and supporting candidates and incumbent members of their respective bodies. Each year, we participate in raising and contributing hundreds of thousands of dollars on behalf of our governmental relations clients and are considered top donors by the House and Senate as well as Republican and Democratic parties.

Since inception, the firm has assisted clients in receiving unparalleled access to the inner workings of Florida's political structure. We recognize representing your interests effectively is a twenty-four hour a day, seven day a week commitment. We take great pride in our reputation for tirelessly pursuing our clients' goals and objectives in the highest ethical and professional manner.

With more than 50 years of combined legislative, executive and regulatory knowledge and experience, our ability to navigate through the processes and politics of government and deliver for our clients is unmatched.

Specific Local Government Knowledge and Expertise

For many years, our firm has represented local governments at the state level. These municipalities include City of Hallandale Beach, City of Miami, City of Miami Beach and Palm Beach County. We are keenly aware of issues important to local governments, including but not limited to economic development, the environment, film industry, health and human services, public safety, transportation, telecommunications and appropriations.

We are proud to have represented Palm Beach County for many years and feel confident that we understand the County's needs. We have a clear understanding of both the urban and agricultural issues Palm Beach County faces as well as the area's many strengths. We have been honored to share the County's story with legislators, highlighting diverse assets such as its cultural richness, unparalleled beaches, and endless entertainment opportunities, making it a top destination vacation pick as well as a highly sought after location to live. While it is one of the largest counties in the state, both in size and population, we understand that many areas are rural in nature, with an enormous emphasis on agriculture and wildlife, and are in need of resources different from those in other parts of the County; we have been pleased to share that story with legislators, as well.

3.1.2 – EXAMPLES OF SUCCESS

We take great pride in delivering success for each and every one of our clients and we have countless examples to draw from in that area. However, we would like to take this opportunity to highlight some of our great wins for Palm Beach County.

Over the years, we have worked diligently on behalf of Palm Beach County, procuring millions of dollars in appropriations and advocating both for and against policy issues specifically impacting the County and its residents.

In terms of funding, we have been successful in securing millions of dollars of funding for Palm Beach County. We have worked closely with your staff in every appropriation area and, in recent years, we have taken the lead on many transportation and economic development funding requests.

For example, during the 2014 Legislative Session, we were given prime responsibility for securing funding for the following projects:

- Mental Health and Substance Abuse Program: \$200,000
- Cultural and Museum Grants: 25 items funded in this statewide list went to Palm Beach County.
- Cultural Facilities Grants: 3 items funded in this statewide list went to Palm Beach County.
- Library Grants: \$28,810,429
- Library Cooperatives: \$2,000,000
- Quiet Zones: \$10,000,000
- Glades Area Street Resurfacing: \$1,000,000

Year after year, we engage in all local government issues and advocate for home rule while opposing local government preemption in addition to various other pieces of legislation the County asks us to engage in. We

are active in every step of the legislative process, from bill and amendment drafting, to securing or preventing bills from being placed on agendas and actively advocating for or against each bill of interest throughout the process. For example, during the 2014 Legislative Session, we lobbied for the County's interest in the following policy areas:

Chauffeured Limousines

SB 1618, by Senator Jeff Brandes, and HB 1389, by Representative Jamie Grant, defined the term "chauffeured limousine" and prohibited a special district that regulates such limousines from requiring a minimum wait time or minimum fare, restricting the number of permits issued to operate limousines in a county, or restricting access across county lines from limousines for hire. The bill also required chauffeured limousines to meet certain minimum financial responsibility requirements, or greater requirements set by the county if those same requirements apply to individuals and businesses that provide the same or similar service. We worked against this legislation throughout Session, right up until the last week when amendments were still being threatened by the sponsors of the bills. While we were successful this Session, we anticipate another push next year to help companies like Uber and Lyft come into the Florida market, on their own terms.

Sober Homes

HB 479, by Representative Bill Hager, would have created a voluntary certification program for sober homes. The bill, if passed, would have required the Department of Children and Families (DCF) select a credentialing entity to issue certificates of compliance and establish the criteria for selecting the entity. The bill also required a credentialing entity to inspect sober homes prior to the initial certification and during every subsequent renewal period. Certification would be automatically terminated if it is not renewed within one year of the issuance date. Finally, HB 479 required all sober home staff to pass a Level II background screening and allowed for the credentialing agency to deny or suspend certification if a recovery residence fails to meet and maintain certain criteria. The bill was amended in committee to

exempt sober homes owned by licensed treatment facilities. HB 479 was not considered by the Senate and the bill died in Senate messages. The Senate companion, SB 582 by Senator Jeff Clemens would have required sober home transitional living. We look forward to working with Senator Clemens, Representative Hager and many other supporters next year on this important issue.

Affordable Housing

The documentary stamp tax paid on all real estate transaction funds the local housing trust fund, which is the funding source for the State Housing Initiative Partnership (SHIP) program and the State Apartment Incentive Loan (SAIL) program. The Legislature approved \$100 million for SHIP and \$67.7 million for SAIL for FY 2014-2015. This is full funding for the SAIL program and 75% funding for the SHIP program. This is an excellent outcome considering that the Housing Trust fund had been swept to general revenue for the past four legislative sessions.

Professional Sport Facilities

This Session, the Legislature passed a bill creating a competitive system for sports facilities seeking state money and projects currently in progress. Senator Latvala worked the legislation in the Senate, through SB 1216, and HB 7095 was sponsored by Representative Jimmy Patronis. This bill allows the Department of Economic Opportunity to accept applications for tax breaks and then evaluate and rank them for consideration by lawmakers. Once approved, facilities could get up to \$3 million a year. Teams would have to pay back their incentive awards plus a 5-percent penalty if they fail to meet their increased revenue goals. The total pot for tax breaks in the plan is \$7 million for fiscal year 2014-15 and \$13 million beginning in 2015-16.

Red Light Cameras

This Session, we continued our fight against red light camera legislation. Representative Frank Artiles and Senator Jeff Brandes both filed bills, as well as various amendments, in an effort to repeal red light cameras in the State of Florida. Both the Senate President and the Speaker of the House have

repeatedly given their support for such a repeal but we worked with many Members of the House and Senate to derail any attempts. Among others, Representative Ed Hooper was a true champion on this issue. Ultimately there was no legislation that passed that preempted cities from using or installing red-light cameras. We fully expect another attempt at repealing the red light camera statute next year.

"The Tax Package"

HB 5601 included tax cuts for bail bonds, medicinal pet food and cement trucks, which was in addition to the \$395 million reduction of vehicle registration fees (provided for in SB 156) signed into law by Governor Scott earlier in the Session. There was also a provision of the bill that transferred energy tax revenues to help the Public Education Capital Outlay fund that pays for construction and maintenance projects at schools and universities.

Specifically related to tax cuts, the bill provided for the following:

- A three-day back-to-school sales tax holiday on clothes and school supplies from Aug. 1-3, saving shoppers \$40 million.
- Sales tax holiday on energy-efficient appliances from Sept. 21-23, trimming \$1.7 million from state and local government coffers.
- Sales tax holiday on hurricane preparedness supplies like generators worth \$750 or less, saving consumers \$4 million.
- Eliminates sales taxes for child car seats and bicycle helmets, saving \$2.4 million, and for college meal plans (an \$11.4 million cut) and medicinal pet food (a \$2.5 million cut).
- A three-year exemption of the sales tax on cement trucks, cutting \$3.3 million.
- Increases tax credits to aid Habitat for Humanity (\$14.7 million), and the New Markets incentive program (\$7.7 million).
- Reduces the tax on prepaid calling plans (\$7.2 million cut).
- Cuts taxes on uncollectable debt on credit cards issued by retailers, saving stores \$6.7 million.

- Premium tax cuts for title insurers (\$5.5 million) and bail bonds (\$700,000).

Municipal Governing Body Meetings

Both the House and Senate unanimously passed SB 730 by Senator Bill Galvano. This legislation authorized the governing body of a municipality to hold meetings outside of its boundaries. This bill provided that the governing body of a municipality will be permitted to hold a joint meeting anywhere within the county where the municipality is located when there are matters of mutual interest between the municipality and the county. A municipality will also be permitted to meet in another municipality to discuss matters of mutual interest. The time and place of the meetings must be prescribed by ordinance or resolution.

Ethics

SB 846, by Senator Jack Latvala, required elected municipal officers to obtain 4 hours of ethics and sunshine law training annually beginning January 1, 2015. The bill allowed local officials to abstain from voting if there is a conflict under locally adopted ethics standards and in specified quasi-judicial proceedings. The bill did not contain any provision restricting the ability of elected municipal officers to lobby the legislature or state agencies.

Banking Regulation

SB 1012, by Senator Garrett Richter, and HB 673, by Representative Doug Broxson, addressed the regulation of financial institutions that are overseen by the Office of Financial Regulation (OFR). As originally filed, the bill had no provisions affecting local government. An amendment was filed at the request of the OFR and the Florida Bankers Association to limit the ability of local governments to sue banks. The OFR claimed litigation initiated by local governments of banks in essence served to regulate the banking industry, which is preempted to the state. Thanks to coordinated efforts with the Florida League of Cities, a compromise amendment was introduced and passed that dramatically scaled down the original amendment. As amended, HB 673 clarifies litigation cannot be based on a local ordinance

that regulates banking activities or regulates the manner or terms of an individual financial transaction that is authorized by state or federal law. The amendment still allows a municipality to sue a bank if they committed fraud in lending. This bill was a priority for Senate President Pro Tempore Garrett Richter.

Gun Legislation

SB 448, by Senator Greg Evers, and HB 89, by Representative Neil Combee, relating to Threatened Use of Force, allowed people to threaten force or fire a "warning shot" if they feel threatened. The bill aimed to close a loophole in the Stand Your Ground statute that leads to the prosecution of people who have brandished or fired their weapons when threatened but did not hit anyone with a bullet. The bill passed the House and Senate in early April.

HB 209, relating to Carrying Concealed Weapons, by Rep. Heather Fitzenhagen would have permitted citizens to keep their firearms while fleeing a hurricane, wild fire or other emergency situation.

Concealed weapon permit holders can already do so, but the proposed new law would have allowed gun owners who don't have a "concealed carry" license to pack their weapons during an evacuation, without fear of a felony charge. This bill passed the House by a vote of 80-36 but died in the Senate.

Film Tax Incentive Credit

The House and Senate failed to agree on a plan to increase film incentives. SB 7128 would have increased tax credits available to film projects filmed in Florida. Florida's film incentive program has allocated all available tax credits that were slated to last until 2016. SB 7128 required the county in which the production is filmed to match 10 percent of the state tax credit. Underutilized counties, as defined in the bill, would be responsible for a 5 percent match of the tax credit. SB 7128 would have increased credits by \$300 million through the 2019-2020 fiscal year. Senator Nancy Detert also amended the Senate budget bill to include \$20 million in tax credits for film and television companies working in Florida. It was part of a broader plan to revive a financial incentive program that has exhausted its funding but it was not included as part of the final tax package passed with HB 5601.

Pension Reform

SB 246 by Senator Ring and Senator Bradley changed how local governments use their insurance premium tax revenue to enhance pensions for police and firefighters. SB 246 passed the Senate but was not voted on in the House of Representatives. Instead, the House combined the Provisions of SB 246 with into HB 7181, which proposed changes to the Florida Retirement System. HB 7181 passed the House of Representatives but was not voted on in the Senate. The Florida League of Cities supported the SB 246 because they contained agreed upon language with the representatives of the police and fire unions relating to municipal pensions.

Gaming

Destination casinos again received attention this Session but, ultimately, no legislation was ever passed on this issue. During committee weeks, the Senate Committee on Gaming toured Florida in an attempt to gain local opinion on gaming expansion. By late February the committee filed bills (SB 7050, SB 7052 and SB 7054) that would have brought two destination casinos to South Florida and established a gaming commission to regulate casinos and pari-mutuels in the state. The House filed legislation that would require a constitutional amendment for any further expansion. That bill (HB 7151) was never taken up in committee after the House Select Committee on Gaming introduced it in March.

By mid-Session, Senator Garrett Richter, Chairman of the Senate Gaming Committee, announced gaming expansion was dead for the year as had Speaker Will Weatherford, who declared "lights out" on any gaming bills.

Many pari-mutuel bills were filed in 2014, but the only bill to gain any traction was SB 742 which would have created reporting requirements for greyhound injuries. The bill passed the Senate with a 40-0 vote but the House did not take up the bill.

Municipal Property Tax Exemption

HJR 473, by Representative Jose Diaz, amended Article VII, s. 3 of the Florida Constitution to authorize the Legislature to create laws exempting property owned by a municipality from taxation.

Staff estimated that the provisions of the joint resolution have no revenue impact, absent subsequent legislative action to enact specific exemptions. To be placed on the ballot, the joint resolution must be approved by three-fifths of the membership of each house. This bill died in its second committee of reference.

Communications Services Tax (CST)

SB 266, by Senator Dorothy Hukill, was amended in the Appropriations committee and would have reduced the financial negative impact to municipalities. The original CST rate reduction proposal introduced by the Senate would have impacted local governments with a negative \$31 million recurring fiscal impact. The concept included in the April 22, 2014 amended bill-amounting to a 0.52% decrease in the CST tax rate-reduces the recurring fiscal impact to negative \$8.3 million. This bill ultimately died in committee.

We are extremely proud of our extensive work on behalf of Palm Beach County over the years and have truly been honored to represent such a dynamic, multicultural and important community.

3.1.3 – REFERENCES

Verizon

Woodrow Simmons, Vice-President of Government Relations

106 E. College Avenue

Suite 170

Tallahassee, FL 32301

(850) 222-6304

woodrow.simmons@verizon.com

Dates of Service: 2/25/2002 – Present

Staff Provided: Each client receives the entire Corcoran & Johnston Government Relations team for advocacy purposes.

Project Description: We have represented Verizon for 12 years and are responsible for advocating Verizon's behalf before the Florida legislative and executive branches. Over the course of 12 years, we have successfully advocated in the advancement of telecommunications policy and telecommunication services taxes that affect Verizon. Our duties also include monitoring, analysis, strategy and engagement with respect to substantive legislative policy.

Live Nation Entertainment/Ticketmaster

Clay Luter, Regional Vice-President

4849 Greenville Avenue

Suite 500

Dallas, TX 75206

(214) 382-2805

Clay.Luter@ticketmaster.com

Dates of Service: 1/08/2007 – Present

Staff Provided: Each client receives the entire Corcoran & Johnston Government Relations team for advocacy purposes.

Project Description: We represent Live Nation/Ticketmaster before the legislative and executive branches of Florida and are responsible for identification, strategy and implementation of Live Nation/Ticketmaster legislative policy agenda. Our duties include monitoring, analysis, strategy and engagement with respect to substantive legislative policy. Throughout our representation, we have been successful in driving proactive legislative policy actions and at providing early and vital intelligence regarding legislative proposals that may impact Live Nation/Ticketmaster.

University of South Florida Foundation

Mark Walsh, Vice-President, Government Relations

4202 E. Fowler Avenue CGS 301

Tampa, FL 33620

(813) 974-1830

mwalsh@usf.edu

Dates of Service: 3/19/2002 – Present

Staff Provided: Each client receives the entire Corcoran & Johnston Government Relations team for advocacy purposes.

Project Description: Since 2002, we have represented the University of South Florida Foundation and have been responsible for serving as the university's lead contract representative before Florida's legislative and executive branches of government. This engagement includes identification of funding opportunities, support, assistance

and advocacy through the state budgeting process as well as monitoring, strategic planning and engagement with respect to substantive legislative policy. This is not limited to education policy and includes all policies impacting USF students, faculty, the Florida Retirement System, etc. In addition, we are responsible for securing and being active participants in meetings between USF administrators, legislators, and legislative staff as well as members and staff of the executive branch. We have been successful in identifying, advocating for and securing hundreds of millions of dollars in appropriations on behalf of USF over the course of our representation.

Preferred Medical Plan

Tammy Meyerson, CEO

4950 SW 8th Street

Coral Gables, FL 33134

(305) 648-4000

tmeyerson@pmphmo.com

Dates of Service: 5/13/2004 – Present

Staff Provided: Each client receives the entire Corcoran & Johnston Government Relations team for advocacy purposes.

Project Description: We serve as Preferred Medical Plan's main contract representative before Florida's legislative and executive branches and are responsible for securing and being active participants in meetings between Preferred Medical Plan, legislators, and legislative staff as well as members and staff of the executive branch. We are also responsible for identification, strategy and implementation of Preferred Medical Plan's legislative policy and funding agendas well as working with Florida's health agencies in identifying policies that affect Preferred Medical Plan.

Miami Children's Hospital

Lani Ferro, Director of Public Policy and External Affairs

3100 SW 62nd Avenue

Miami, FL 33155

(305) 663-8435

lani.ferro@mch.com

Dates of Service: 1/1/2014 – Present

Staff Provided: Each client receives the entire Corcoran & Johnston Government Relations team for advocacy purposes.

Project Description: We are responsible for serving as the Hospital's representative before Florida's legislative and executive branches of government. This engagement includes identification of funding opportunities, support and advocacy through the state budgeting process, monitoring, analysis, strategy and engagement with respect to substantive legislative policy and interacting with Florida's executive health agencies. We have been successful in preventing Miami Children's Hospital from losing millions of dollars in funding while simultaneously saving the state and taxpayers money.

3.1.4 – CONFLICTS

At this time, we are not aware of any conflicts between our existing clients and Palm Beach County.

3.2 (3.21 – 3.26) – PROJECT APPROACH

As stated previously, we are proud to have represented Palm Beach County for many years and feel confident that we understand the County's needs. We have a clear understanding of both the urban and agricultural issues Palm Beach County faces and have advocated for legislation and budget items that enhance the County's cultural interests, beaches, construction and entertainment opportunities while also focusing on the County's agriculture, wildlife, and rural needs. A major metropolitan area with a growing economy, like Palm Beach County, is always in need of assistance with infrastructure, whether it is providing for urban sprawl or repairing rural roads. Hundreds of pieces of legislation are filed every Session that both negatively and positively impact municipalities and we have fought both for and against bills, proposed committee bills and amendments, year after year, toward the best possible outcome for the residents of Palm Beach County. We understand the needs of our state's third largest county are extremely diverse and we feel confident that we are an excellent choice for helping the County represent over 1.3 million individuals before the Florida Legislature, Governor, Cabinet and state agencies.

As also stated previously, we have worked with the County and lobby team since 2006 to bring home many victories and we are hopeful for the opportunity to continue our work for the County.

Our method for communicating with the County has always been through the Legislative Affairs Department (LAD). Should the County choose to keep that structure in place, we would look forward to continuing our work with that office. Whether it is through email, phone calls, team conference calls or in-person discussions, we have always felt that the lines of communication work extraordinarily well with the LAD. At the beginning of each year, we participate in brainstorming with your staff to identify key budget and policy issues for the upcoming Session. Our approach always begins there, with the identification and prioritization of our clients' priorities. Along a parallel track, our team will consistently identify and inform the County of bills of interest

being filed, legislative priorities and funding solutions that are available and any discussions taking place among the Legislature and Executive Office around these items. We believe utilization of a proactive approach is vital to successfully securing funding and support for policy issues. We have proven particularly adept at providing guidance, counsel and access to key decision makers who are instrumental in the crafting and formulation of policy and funding priorities.

We recommend positioning Palm Beach County as a subject matter expert whenever possible, sought after for counsel and guidance, prior to enactment of major policy or funding initiatives, at the state level. Combining our knowledge and access, the County will engage with our team to educate elected officials and staff of our issues. By leveraging these relationships and unifying the message regarding funding opportunities and legislative priorities, we can unequivocally assure a much greater likelihood of success.

A vital component of a successful legislative strategy is the early establishment of strong local support for the County's priorities. We will assist in educating and engaging state elected officials and agency personnel regarding the County's legislative and budgetary goals. By proactively engaging elected officials, we can identify those who will become advocates, or "champions" for the County's priorities. Not only does this approach secure support but it also works to establish partnerships with elected officials both for current and future purposes.

All we ask from our clients are open communication, issue knowledge as well as the willingness to foster relationships with elected officials and staff and engagement in meetings and discussions, when deemed necessary.

Perhaps, most simply put, we envision our scope of services to include the following:

- Assisting in development and prioritization of a list of key legislative and budgetary agenda items, of which the firm will actively and aggressively advocate for or against;

- Drafting and coordinating legislation and/or amendment language;
- Monitoring, reviewing and reporting on proposed legislation and budgetary items during the legislative session on areas of interest, including preparing and providing weekly written reports as well as real-time updates of legislation, news press releases, calendars and committee actions during committee weeks and the legislative session;
- Preparing and providing a comprehensive report and participating in a presentation to the County following the conclusion of the legislative session;
- Shepherding appropriations items through the appropriations process;
- Developing coalitions and, when it is deemed appropriate, working with opposition to mediate workable solutions;
- Working closely with the executive branch and legislative leadership to advance the client's position on legislative matters;
- Building and growing existing relationships between House and Senate leadership, Delegation members and other legislators and the County;
- Providing access to key legislators in both their Capitol and District offices;
- Providing access to essential executive and legislative staff as well as executive agency staff;
- Inclusive political consulting, strategy development and recommendations for navigating the political and governmental processes.

We fully understand the County's general legislative agenda focuses on the following subject areas: economic development, budget and taxation policy, environmental and natural resources, transportation and infrastructure, public safety, health and human services, consumer services, local government and administrative issues, education, agriculture and a myriad of support and funding issues. We make it our priority to know those individuals who will be considered the House and Senate leadership teams, not only in

the near future but also in administrations well into the future. We feel that our collective relationships are unparalleled and we are proud of them; as noted above, we know our responsibilities to our clients are year-round and we make the most of each season with Florida's elected officials and the staff who supports them. Through this work, we feel positive that we will be welcomed into the offices of, and into discussions with, each of the Members who are named Chair of the committees overseeing the County's areas of interest. Moreover, we know our access into leadership offices as well as the Governor and Cabinet members' offices is key to our clients' success and we are proud of our achievement in those areas, as well.

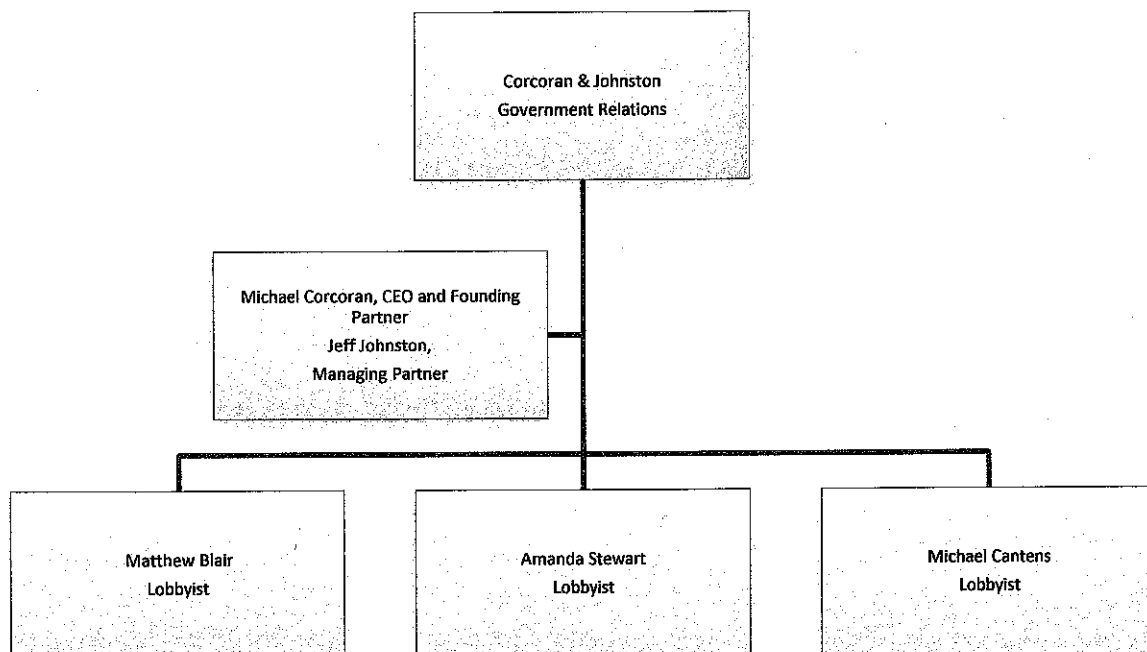
For example, we have worked hard over the years to maintain and grow relationships between Palm Beach County and members of the Legislature and Cabinet. We are active participants in Palm Beach County Days; over the last few years, we have been responsible for securing meetings with the Governor, Attorney General and various members of leadership in both the House and Senate. Facilitating these meetings every year gives us great fulfillment; the impact of seeing County Commissioners, key staff and community leaders visit these offices to detail the issues important to the County is an enormous one. We receive excellent feedback from elected officials and staff after every Palm Beach County Days occasion and we are proud to be associated with so many individuals from Palm Beach County who are held in such high esteem in Tallahassee.

We are confident that the County is aware of how instrumental its' internal legislative team is in the State Capitol. We visit countless legislative offices to advocate on many issues for the County. The County's LAD staff is always prepared to meet each elected official and staff member with complete information and documentation and only enhance each meeting we facilitate, no matter how much notice is awarded to them before the meeting commences. Whether we are meeting with the Governor and his staff, the Speaker of the House or Senate President, a committee Chair or a Staff Director, the County's LAD staff has always proven prepared and knowledgeable. It is a genuine pleasure to work with each them on behalf of Palm Beach County.

3.3 – KEY PERSONNEL

At Corcoran & Johnston Government Relations, we take a “team approach” to each and every single one of our clients. This may make us different than our peers in that we feel each member of our team should utilize their individual strengths and relationships to the advancement of each client. Historically, it is our custom to designate a lead contact person for each client, mainly for the ease of communication and convenience for our clients. Our official organizational chart highlights our partners, as seen below.

3.3.1 – ORGANIZATIONAL CHART



3.3.2-3.3.4 – KEY PERSONNEL INFORMATION AND RESUMES

Our firm's personnel include the following team members:

Michael Corcoran, CEO and Founding Partner

Michael is founding partner of Corcoran & Johnston. As such, he serves as a political, legislative and governmental affairs strategist for the firm and is well respected by Florida House of Representatives, Senate and Executive branch leaders as well as by elected officials throughout Florida. He is an exceptional fundraiser for the House and Senate as well as statewide parties. Additionally, Michael is considered to be one of Florida's leading political experts offering a number of services including message development, polling, media production and placement and overall campaign strategy. He has offered campaign and fundraising assistance to numerous elected officials at the local, state and federal levels.

Similar Projects: Michael has represented numerous municipalities before the Legislature and Executive Offices since 2001, as well as Palm Beach County since 2006.

Jeff Johnston, Managing Partner

Team Lead for Palm Beach County

Jeff is managing partner of the firm and oversees day-to-day operations throughout the firm's offices and the lobbying practice in Tallahassee.

Jeff's reputation in Tallahassee is truly a remarkable one, stemming from his close relationships with many members of the Florida House of Representatives and Senate as well as the Cabinet and their staff. Additionally, his expertise in the legislative, budgetary and political processes is widely respected by legislators, staff members and peers.

When the Legislature is not in Session, Jeff can be found traveling throughout the state, participating in fundraising and political party events on behalf of the firm and its clients.

Similar Projects: Jeff has represented numerous municipalities before the Legislature and Executive Offices since 2005, as well as Palm Beach County since 2006.

Amanda Stewart, Lobbyist

Team Lead for Palm Beach County

Since joining the firm, Amanda has gained the esteem and confidence of staff and members of the Florida House of Representatives and Senate as well as local government officials. Accordingly, Amanda is exceptionally well-versed in not only state issues but those that are prominent locally, as well.

She is responsible for the advocacy efforts of the firm's clients, encompassing policy, budgetary and political issues. When the Legislature is not in Tallahassee, Amanda often travels the state to participate in numerous campaigns and political events.

Similar Projects: Amanda has represented multiple municipalities, as well as Palm Beach County, before the Legislature and Executive Offices since 2009.

Michael Cantens, Lobbyist

Prior to joining the firm, Michael served as Director of Legislative Affairs for the Florida Department of Health, where he worked closely with the executive branch, legislators and committee staff to develop and successfully advocate for the Department's policy and budgetary agendas. He began his political career over ten years ago as an aide to a Miami-Dade County Commissioner and later went on to work for a State Representative. In addition to his public policy experience, Michael has assisted and managed numerous political campaigns and is well-versed in campaign strategy and grassroots organization.

Similar Projects: Michael has represented multiple municipalities, as well as Palm Beach County, before the Legislature and Executive Offices since 2013.

Matthew Blair, Lobbyist

Matthew manages the firm's local government practice as well as campaign operations for the firm. Over the course of his career, Matthew has managed and participated in numerous statewide, legislative, local and issue campaigns in Florida. He is accomplished at all aspects of political campaigns including polling, message development, earned and paid media strategies and production, direct mail production, grassroots organization and general campaign strategy. Additionally, Matthew joins the team in Tallahassee to advocate for clients at the statewide level when the Legislature is in Session.

Similar Projects: Matthew has represented numerous municipalities before the Legislature and Executive Offices since 2003, as well as Palm Beach County since 2006.

Administrative Staff

We have provided resumes for each of the team's lobbyists below for your review.

MICHAEL CORCORAN

21748 State Road 54, Suite 102
Lutz, FL 33549
mike@corcoranfirm.com

Work: (813) 527-0172
Cell: (850) 294-2224
Fax: (813) 949-0870

Education

Saint Leo University, 1996

Bachelors of Arts Degree, Marketing

Political and Legislative Work History

2001-Present, Founding Partner and Lobbyist, Corcoran & Johnston Government Relations

- Founded the lobbying and campaign branches of the firm
- Oversee all employees, interns and volunteers
- Responsible for fundraising efforts of the firm and its clients
- Responsible for the advocacy efforts of the firm's clients at both the local and state levels
- Serve as Team Lead for numerous clients of the firm
- Responsible for reports, summaries and updates to clients
- Proficient in policy, budgetary and political issues
- Oversee the drafting and organization of client legislative and political agendas
- Provide advice and expertise in both the legislative and political arenas
- Proficient in the legislative process, including guiding the drafting of legislation and amendments with staff as well as providing supporting information to bill sponsors and supporters
- Skillful at the budgetary process and directing funding items through each stage of the process
- Responsible for securing millions of dollars in funding as well as various policy successes on behalf of the firm's clients

1998-2000, Lobbyist, Metz Hauser Husband

- Responsible for the advocacy efforts of the firm's clients before Florida's Legislature and Executive offices
- Responsible for reports and updates to clients
- Assisted in the organization of client priorities
- Skilled in the legislative process, including drafting of legislation and amendments as well as related information
- Skilled in the budgetary process and managing budget items on behalf of clients

1997-1998, Political Director, Southeastern United States, National Federation of Independent Business (NFIB)

- Managed NFIB engagement in targeted United States House and Senate races
- Directed hard and soft fundraising efforts within NFIB membership
- Assisted with campaign strategy and message development
- Oversaw polling and survey research in targeted races
- Managed direct mail programs in targeted races
- Responsible for all data acquisition and targeting
- Oversaw television production and media placement

1996, Field Director, Florida House Campaigns, Republican Party of Florida (RPOF)

- Managed RPOF campaigns for all open and challenger Florida House campaign races
- Managed and supported localized political operations and goal level throughout the state
- Provided strategic political counsel to candidates
- Maintained oversight of campaign fundraising activity and engagement
- Developed and managed Election Day strategies for candidates and races

1992-1995, Chief Legislative Aide, State Representative Buddy Johnson, Florida House of Representatives

- Worked closely with the State Representative to establish legislative priorities
- Responsible for all drafting and filing of legislation and amendments as well as all supporting documents and information
- Met with lobbyists and constituents regarding their concerns and to discuss pending legislation
- Served as policy analyst for the State Representative
- Crafted press releases and announcements
- Attended political and community functions and meetings with or on behalf of the State Representative
- Responsible for the overall management of District and Capitol offices and personnel

JEFF JOHNSTON

21748 State Road 54, Suite 102
Lutz, FL 33549
jeff@corcoranfirm.com

Work: (813) 527-0172
Cell: (813) 777-9858
Fax: (813) 949-0870

Education

Saint Leo University, 1984-1988

Bachelors of Arts Degree, Business Management

Political and Legislative Work History

2005-Present, Managing Partner and Lobbyist, Corcoran & Johnston Government Relations

- Responsible for the day-to-day and overall operations of the firm and all office locations
- Oversee all employees, interns and volunteers
- Responsible for fundraising efforts of the firm and its clients
- Responsible for the advocacy efforts of the firm's clients at both the local and state levels
- Serve as Team Lead for numerous clients of the firm
- Responsible for reports, summaries and updates to clients
- Proficient in policy, budgetary and political issues
- Oversee the drafting and organization of client legislative and political agendas
- Provide advice and expertise in both the legislative and political arenas
- Proficient in the legislative process, including guiding the drafting of legislation and amendments with staff as well as providing supporting information to bill sponsors and supporters
- Skillful at the budgetary process and directing funding items through each stage of the process
- Responsible for securing millions of dollars in funding as well as various policy successes on behalf of the firm's clients

1999-2005, Owner/Operator, Building Restoration and Emergency Services

- Responsible for the overall operation of the company and its employees
- Performed work throughout Central Florida's counties
- Specialized in water, fire, wind and sinkhole damage as well as mold remediation
- Served as an expert witness for major insurance companies
- Developed, led and implemented courses and seminars relating to water damage mitigation and mold remediation procedures for insurance companies and property management companies

1988-1999, State of Florida Independent Insurance Adjuster

- Specialized in property and casualty insurance claims
- Skilled in mediations, depositions and automobile appraisals
- Proficient in risk analyses
- Responsible for Catastrophe Response throughout Florida
- Responsible for third party administration and claim handling processes
- Adjusted claims on behalf of most major insurance companies, both in and outside of the State of Florida

AMANDA STEWART

21748 State Road 54, Suite 102
Lutz, FL 33549
amanda@corcoranfirm.com

Work: (813) 527-0172
Cell: (813) 404-5216
Fax: (813) 949-0870

Education

Florida State University, 1998-2002

Bachelors of Science Degree, Political Science

Political and Legislative Work History

2009-Present, Lobbyist, Corcoran & Johnston Government Relations

- Responsible for the advocacy efforts of the firm's clients at both the local and state levels
- Serve as Team Lead for numerous clients of the firm
- Responsible for reports, summaries and updates to clients
- Proficient in policy, budgetary and political issues
- Oversee the drafting and organization of client legislative and political agendas
- Provide advice and expertise in both the legislative and political arenas
- Proficient in the legislative process, including guiding the drafting of legislation and amendments with staff as well as providing supporting information to bill sponsors and supporters
- Skillful at the budgetary process and directing funding items through each stage of the process
- Responsible for securing millions of dollars in funding as well as various policy successes on behalf of the firm's clients

2004-2009, Chief Legislative Aide, State Representative John Legg, Florida House of Representatives

- Worked closely with the State Representative to establish legislative priorities
- Responsible for all drafting and filing of legislation and amendments as well as all supporting documents and information
- Lobbied legislators and staff for the support of the State Representative's fiscal and legislative agendas
- Met with lobbyists and constituents regarding their concerns and to discuss pending legislation
- Served as policy analyst for the State Representative
- Crafted press releases and announcements
- Served as spokesperson for the District and Capitol offices and handled all media requests and inquiries
- Attended political and community functions and meetings with or on behalf of the State Representative
- Drafted, organized and distributed pre and post Session surveys to gain feedback from constituents
- Served as organizer of the Pasco Legislative Delegation meetings
- Prepared and distributed weekly Session newsletters to educate constituents and concerned citizens
- Responsible for the overall management of District and Capitol offices and personnel

2003-2004, District Aide, State Representative Heather Fiorentino, Florida House of Representatives

- Served as primary contact and case manager for all constituents
- Served as constituent liaison for all state and local agencies
- Attended community functions and meetings on behalf of the State Representative
- Assisted in the organization of community events and constituent outreach programs
- Performed all office managerial tasks

Additional Experience

Various campaign experience include serving as an integral part of both local and state campaigns, with skills in numerous facets of this field, including communication development, campaign strategy and organizing grass roots efforts.

MICHAEL GASTON CANTENS

4950 SW 8 Street
Coral Gables, FL 33134
mcantens@corcoranfirm.com

Work: (813) 527-0172
Cell: (305) 542-4761
Fax: (813) 949-0870

Education

Florida State University, 2002-2005, 2013

Bachelors of Arts, History; M.S., Political Science

Political and Legislative Work History

2013-Present, Lobbyist, Corcoran & Johnston Government Relations

- Responsible for the advocacy efforts of the firm's clients at both the local and state levels
- Serve as Team Lead for numerous clients of the firm
- Responsible for reports, summaries and updates to clients
- Proficient in policy, budgetary and political issues
- Oversee the drafting and organization of client legislative and political agendas
- Provide advice and expertise in both the legislative and political arenas
- Proficient in the legislative process, including guiding the drafting of legislation and amendments with staff as well as providing supporting information to bill sponsors and supporters
- Skillful at the budgetary process and directing funding items through each stage of the process
- Responsible for securing millions of dollars in funding as well as various policy successes on behalf of the firm's clients

2012-2013, Director, Office of Legislative Planning, Florida Department of Health

- Responsible for the overall management of the Office of Legislative Planning
- Advised the State Surgeon General, Deputy Secretaries and Chief of Staff on all legislative matters affecting the Department of Health
- Developed and prepared the Department's legislative agenda and advocated on behalf of such agendas to legislators, professional associations and interest groups
- Responsible for advocacy and passage of the Department's \$2 billion legislative budget
- Responsible for the Senate confirmation of the State Surgeon General
- Coordinated all communications with legislators during public health emergencies (i.e. fungal meningitis outbreak, Tuberculosis Cluster)
- Facilitated responses to constituent inquiries sent from legislators and legislative staff
- Directed training sessions for Department staff on the preparation of bill analyses for the Legislature

2010-2012, Analyst, Office of Legislative Planning, Florida Department of Health

- Met with legislators to discuss budget issues and legislation affecting the Department
- Reviewed and revised, as needed, bill analyses prepared by Department subject-matter experts before such analyses were submitted to the Executive Office of the Governor and the Legislature
- Responsible for testimony before the Florida House of Representatives Healthcare Quality Subcommittee concerning emergency suspension orders of healthcare practitioners
- Assisted in the preparation and passage of Department legislative priorities
- Worked with Department staff in responding to questions from constituents and the Legislature

2008-2010, Chief Legislative Aide, State Representative Marcelo Llorente, Florida House of Representatives

- Assisted the Representative in choosing, drafting and submitting legislation, including the Prescription Drug Monitoring Program
- Worked closely with the State Representative to establish legislative priorities
- Responsible for all drafting and filing of legislation and amendments as well as all supporting documents and information
- Crafted press releases and announcements
- Met with lobbyists and constituents regarding their concerns and to discuss pending legislation
- Attended political and community functions and meetings with or on behalf of the State Representative
- Drafted, organized and distributed pre and post Session surveys to gain feedback from constituents
- Responsible for the overall management of District and Capitol offices and personnel

2008, Campaign Manager, Campaign to Elect Juan C. Zapata

- Led campaign to a 62%-38% victory
- Managed day-to-day operations of the campaign
- Reviewed and approved campaign literature and directed targeted main campaign to voters
- Coordinated all political engagements and activities on behalf of the candidate
- Provided oversight of all campaign fundraising activity and engagement
- Planned, organized and implemented local events and community engagements for the campaign
- Coordinated volunteers on Election Day

2002-2003, Commission Aide, Commissioner Jose Pepe Diaz, Miami-Dade County

- Responded to constituent inquiries by assessing the needs of the constituent and working with the appropriate county department
- Assisted in the development and distribution of communication materials for the Commissioner's office
- Assisted the Commissioner in preparing for meetings by conducting research to collect necessary information, drafting appropriate documents and briefing the Commissioner as appropriate

MATTHEW BLAIR

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matt@corcoranfirm.com

Work: (813) 527-0172
Cell: (813) 220-2549
Fax: (813) 949-0870

Education

University of South Florida, 1994-1996
Studied Political Science

Political and Legislative Work History

2003-Present, Lobbyist, Corcoran & Johnston Government Relations

- Manage the firm's local advocacy efforts on behalf of clients
- Oversee the campaign branch of the firm
- Serve as firm's primary contact for numerous clients of the firm
- Responsible for reports, summaries and updates to clients
- Proficient in policy, budgetary and political issues
- Oversee the drafting and organization of client legislative and political agendas
- Provide advice and expertise in both the legislative and political arenas
- Proficient in the legislative process, including guiding the drafting of legislation and amendments with staff as well as providing supporting information to bill sponsors and supporters
- Skillful at the budgetary process and directing funding items through each stage of the process
- Responsible for securing millions of dollars in funding as well as various policy successes on behalf of the firm's clients

2003, Field Representative, National Federation of Independent Business

- Engaged business owners throughout the Tampa Bay area as specific issue advocates
- Expanded the organization's membership through recruitment programs and presentations
- Managed relationships with existing and new organization members

1996-1999, Executive Director, Floridians for Responsible Farming

- Provided strategic political counsel and advice to organization sponsors
- Created an industry supported advocacy organization
- Developed and grew grassroots engagement on specific issues
- Developed a network of interested businesses, community, political and elected leaders throughout Florida
- Authored organization messaging and talking points
- Implemented a communications program to provide information to interested parties on a regular basis
- Identified and recruited grassroots advocates in Florida Senate and House districts

1996, Regional Political Director, Citizens to Save Jobs & Stop Unfair Taxes – Amendment 4 Campaign

- Advised on campaign and political strategy for the West Coast of Florida
- Coordinated all political operations throughout Florida's West Coast
- Managed and supported localized political operations as well as goal levels in multiple counties throughout the region
- Developed and managed Election Day grassroots strategy
- Developed curriculum and trained more than 8,000 volunteers for grassroots engagement
- Oversight of a quarter million dollar Election Day grassroots program budget

1995-1996, Campaign Manager, Campaign to Elect Florida State Senator John Grant

- Advised on matters of campaign strategy
- Coordinated all political engagements and activities on behalf of the candidate
- Developed and implemented campaign re-election plan
- Provided oversight of all campaign fundraising activity and engagement
- Created a campaign computer network and data collection system

1992-1995, Legislative Aide, State Senator John Grant, Florida Senate

- Worked closely with the State Senator to establish legislative priorities
- Responsible for drafting and filing of legislation and amendments as well as all supporting documents and information
- Met with lobbyists and constituents regarding their concerns and to discuss pending legislation
- Served as spokesperson for the District and Capitol offices and handled all media requests and inquiries
- Attended political and community functions and meetings with or on behalf of the State Senator

3.3.5 – STATEMENT

Since 2006, we have been honored to represent Palm Beach County. We feel that that our firm's workload, while healthy, has always encompassed the ability to focus our full attention on the County's needs. We believe that we will meet and exceed expectations set by Palm Beach County.

As we have discussed previously in this proposal, we typically appoint a team lead to each client.

However, as it relates to Palm Beach County, we have assigned two team leads to manage communication and issues. This has been the case for several years and it is our intention to keep an identical structure, should we be retained by the County.

3.4 – LOCATION

Corcoran & Johnston Government Relations is a Florida-based, full-service governmental relations and advocacy firm, with three locations to service our clients.

Tallahassee Office
200 W. College Avenue
Tallahassee, FL 32301

Central Florida Office
21748 State Road 54, Suite 102
Lutz, FL 33549

South Florida Office
4950 SW 8 Street
Coral Gables, FL 33134

During committee weeks, regular, organizational and special sessions and any other time that the legislators and staff are present in Tallahassee, our firm is present, as well.

We take pride in making ourselves available to our clients at any given time. Regarding Palm Beach County, we have been and always will be available for weekly conference meetings during Session and committee weeks, meetings with County staff in Tallahassee, phone calls, conference calls and meetings throughout the year and present at the annual presentation to the Palm Beach County Board in Palm Beach County.

3.5 – PRICE PROPOSAL INFORMATION

**APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 15-008/SC**

Page 1 of 2

The following price is submitted as the all inclusive firm fixed price to provide the Legislative Affairs Department with State Lobbyist Services for the issues marked with "X" below in accordance with the Requirements/Scope of Work/Services set forth in this RFP document.

Item	ISSUES	Mark "X"
A.	Economic Development Legislative Priorities	X
B.	Budget & Taxation Policy Legislative Priorities	X
C.	Environmental/Natural Resources Legislative Priorities and Support Issues	X
D.	Transportation & Infrastructure Legislative Priorities	X
E.	Public Safety Legislative Priorities and Support Issues	X
F.	Health & Human Services and Healthcare Legislative Priorities and Support Issues	X
G.	Consumer Services Legislative Priorities	X
H.	Local Government/Administrative Legislative Priorities	X
I.	Educational Legislative Priorities	X
J.	Agriculture	X

TOTAL PROPOSED ANNUAL PRICE: \$ 35,000

The Total Proposed Annual Price shall remain fixed for the term of the Contract and the four one (1) year renewal options, if exercised.

The Proposer certifies by signature below the following:

- a. This price is current, accurate complete, and is presented as the Total Price, including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.
- b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFP.

**APPENDIX B
PRICE PROPOSAL PAGES
RFP NO. 15-008/SC**

Page 2 of 2

- c. This Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
- d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the County.

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.

NAME (PRINT): MICHAEL CORCORAN

TITLE: PRESIDENT & CEO
CORCORAN & ASSOCIATES, INC.

COMPANY: dba/CORCORAN & JOHNSTON

ADDRESS: 21748 STATE ROAD 54, SUITE 102

CITY/STATE/ZIP: LUTZ, FL 33549

TELEPHONE NO. 813-527-0172

SIGNATURE: 

3.6 – BUSINESS INFORMATION

APPENDIX C
Business Information
RFP NO. 15-008/SC

CORCORAN & ASSOCIATES, INC.

Full Legal Name of Entity: dba/CORCORAN & JOHNSTON
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: 21748 STATE ROAD 54, SUITE 102

LUTZ, FL 33549

Telephone Number: (813) 527-0172

Fax Number: (813) 949-0870

Form of Entity

☒ Corporation

☐ Limited Liability Company

☐ Partnership, General

☐ Partnership, Limited

☐ Joint Venture

☐ Sole Proprietorship

Federal I.D. Number: 59-3731004

(1) If Proposer is a subsidiary, state name of parent company.

CORCORAN & ASSOCIATES, INC.

Caution: All information provided herein must be as to Proposer (subsidiary) and not as to parent company.

(2) Is Entity registered to do business in the State of Florida? Yes ☒ No ☐

If **yes** to the above, as of what date? APRIL 2001

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: 

NAME (PRINT): MICHAEL CORCORAN

TITLE: PRESIDENT & CEO

CORCORAN & ASSOCIATES, INC.

COMPANY: dba/CORCORAN & JOHNSTON

APPENDIX D
SBE SCHEDULES 1, 2, 3(A), & 4
RFP NO. 15-008/SC

NOT APPLICABLE

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: _____

PROJECT NO. OR BID NO.: _____

NAME OF PRIME BIDDER: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO.: _____ FAX NO.: _____

BID OPENING DATE: _____

USER DEPARTMENT: _____

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE Minority Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total

Total Bid Price \$ _____

Total SBE-M/WBE Participation Dollar Amount or Percentage of Work _____

I hereby certify that the above information accurate to the best of my knowledge:

Signature

Title

Note:

1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount or percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

Revised 9/7/2011

**OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR**

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: _____ PROJECT NAME: _____

TO: _____
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise _____

Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

at the following price or percentage _____
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage _____
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

(Print name of SBE-M/WBE Subcontractor)

By: _____
(Signature)

(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Revised 10/11/2011

Date: _____

**OSBA Schedule 3(A)
PROFESSIONAL SERVICES ACTIVITY REPORT**

Project No.: _____
Task Authorization No: _____

REPORTING PERIOD: _____

Prime Consultant Address: _____
City/State: _____ Zip _____
Contact Person: _____ Phone # _____
Contract Name: _____
Contract Term: _____ Contract Amount \$ _____
Total Percentage performed by the Prime's Firm: _____ SBE-M/WBE Firm: _____
Service Type: Architectural _____ Engineering _____ Surveying _____
Other (Specify) _____
Have Sub-Consultants completed work with its own workforce for this application?
Yes _____ No _____

Note: If yes, complete below:

SUB-CONSULTANTS

1. Firms Name: _____
Address/Tel: _____
Estimated Start Date: _____ Contract Amount: _____
SCOPE OF WORK: _____
Percentage/Hrs Completed: _____ Amount Paid To Date _____

2. Firm's Name: _____
Address//Tel: _____
Estimated Start Date: _____ Contract Amount: _____
SCOPE OF WORK: _____
Percentage/Hrs Completed: _____ Amount Paid To Date _____

3. Firm's Name: _____
Address/Tel: _____
Estimated Start Date: _____ Contract Amount _____
SCOPE OF WORK: _____
Percentage/Hrs Completed: _____ Amount Paid To Date _____

I certify that the above is true to the best of my knowledge

Signature/Title

Revised 9/7/2011

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that _____ received
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of \$ _____

On _____ from _____
MM DD YYYY (Prime Contractor Name)

For labor and/or materials used on _____ / _____
(Project Name) (Work Order)

DEPT.: _____ PROJECT NO.: _____

PRIME CONTRACTOR VENDOR CODE: _____

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: _____

=====

If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor provided on this project, please provide the following information:

*Subcontractor Name: _____ Amount to be paid: _____

*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.

=====

By: _____
(Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____

By: _____

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known _____ OR Produced Identification _____ Type of Identification _____

APPENDIX E
DRUG-FREE WORKPLACE CERTIFICATION
RFP NO. 15-008/SC

IDENTICAL TIE PROPOSALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie proposals are received from vendors who have not submitted with their proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie proposals.

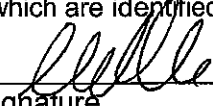
This Drug-Free Workplace Certification form must be executed and returned with the attached proposal, and received on or before time of proposal opening to be considered. The failure to execute and/or return this certification shall not cause any proposal to be deemed non-responsive.

Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by MICHAEL CORCORAN the
(Individual's Name) CORCORAN & ASSOCIATES, INC.
PRESIDENT & CEO of dba/CORCORAN & JOHNSTON
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.


Signature

11/6/2014
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2014

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 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 Poppell Insurance Inc. 503 W. Dr. M. L. King Blvd. Plant City FL 33563-5217		CONTACT NAME: Patty Lyons PHONE (A/C, No. Ext): (813) 752-4155 E-MAIL ADDRESS: Patty@poppellinsurance.com FAX (A/C, No): (813) 752-7681															
INSURED Corcoran & Associates, Inc dba Corcoran & Johnston 7746 Still Lakes Dr Odessa FL 33556-2260		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Southern Owners Insurance</td><td>10190</td></tr><tr><td>INSURER B: Auto Owners Insurance</td><td>18988</td></tr><tr><td>INSURER C: Bridgefield Employers Ins Comp</td><td></td></tr><tr><td>INSURER D:</td><td></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: Southern Owners Insurance	10190	INSURER B: Auto Owners Insurance	18988	INSURER C: Bridgefield Employers Ins Comp		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 14-15

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			20214898	7/13/2014	7/13/2015	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 1,000,000
B	AUTOMOBILE LIABILITY			4748049600	12/8/2014	12/8/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							Uninsured motorist BI split limit	\$ 1,000,000
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED	RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			830 41875	4/22/2014	4/22/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance	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 Ronald Gainey/PATTY

AMENDMENT NO. 1

AMENDMENT No. 1

DATED: November 6, 2014

Palm Beach County Purchasing Department
50 South Military Trail, Suite 110, West Palm Beach, FL 33415

RFP No. 15-008/SC

Title: State Lobbyist Services

Request for Proposal Due Date: November 18, 2014

This Amendment is issued to provide additional information and clarification to the RFP document:

A. Proposers are advised of the following changes to the RFP:

1. The headings of APPENDICES A through E are corrected with the following REVISED APPENDICES A through D provided as Attachments to this Amendment:

Attachment 1	REVISED - APPENDIX A, PRICE PROPOSAL PAGES
Attachment 2	REVISED - APPENDIX B, BUSINESS INFORMATION
Attachment 3	REVISED - APPENDIX C, SBE SCHEDULES 1, 2, 3(A), & 4, RFP No. 15-008/SC. Proposers are advised to replace <u>only</u> <u>Page 49</u> , the cover page to the SBE Schedules; all SBE Schedules remain the same.
Attachment 4	REVISED - APPENDIX D, DRUG FREE WORKPLACE CERTIFICATION.

Proposers shall submit the Revised Appendices in place of the original Appendices.

B. Questions received from Ericks Consultants, Inc., and Legislative Affairs Department's responses:

- Q.1. Our firm would like to subcontract with one individual from another firm, but not the entire firm, to work with us on a few specific items of interest to the county [e.g. *Joe Lunchbucket, Partner with Acme Products*]. Is such contractual relationship allowed? That individual, nor his firm, does not qualify as a small business enterprise. If such a subcontractor is allowed, what information from that subcontractor should be submitted with our response, e.g., may we show his "experience, qualifications, background and references" etc. along with our response under that heading or must we submit a separate document for him that basically mirrors our response? It makes sense for us to include/merge all of his qualifications, etc. within our response since we would be working as a team.

- A.1. The County would consider your firm as the proposer submitting a proposal that includes the individual as a subcontractor. The proposer should include in its proposal the subcontractor's specific skills, knowledge, experience, qualifications and references, etc., under the corresponding headings of the RFP. It should be noted if the subcontractor(s) is from a different firm.
- Q.2. Do we need to submit a Certificate of Insurance from that individual's firm along with the one submitted from our firm, or does our insurance cover a subcontractor in this instance?
- A.2. Ultimately, the proposer/primary contractor responding to this RFP is responsible for the Contract and any issues that arise. However, it would be in the best interests of both the proposer and the County to require any subcontractor(s) to meet the same insurance requirements as the proposer including naming the County as an Additional Insured. The proposer's certificate of insurance will be required prior to the County executing the Contract.
- Q.3. Third, our assumption is that Schedules 1, 2, 3A and 4 will not need to be completed since we are not engaging a SBE; is that assumption correct?
- A.3. Proposer does not need to complete Schedules 1, 2, 3A and 4 if proposer's firm is not an SBE and you are not engaging an SBE subcontractor.

All changes addressed in this Amendment No. 1 shall be incorporated into RFP No. 15-008/SC and the final contract. All other terms and conditions of the RFP remain the same and unchanged.

NOTE: Please acknowledge receipt of this Amendment No. 1 by signing below and returning this page with your Proposal Response. Each Amendment to the RFP shall be signed by an authorized agent and submitted with the proposal or the proposal shall be deemed non-responsive.




Donna Pagel, Purchasing Manager

ACKNOWLEDGMENT:

CORCORAN & ASSOCIATES,
INC.

COMPANY NAME



SIGNATURE

11/12/14
DATE

**REVISED APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 15-008/SC**

Page 1 of 2

The following price is submitted as the all inclusive firm fixed price to provide the Legislative Affairs Department with State Lobbyist Services for the issues marked with "X" below in accordance with the Requirements/Scope of Work/Services set forth in this RFP document.

Item	ISSUES	Mark "X"
A.	Economic Development Legislative Priorities	X
B.	Budget & Taxation Policy Legislative Priorities	X
C.	Environmental/Natural Resources Legislative Priorities and Support Issues	X
D.	Transportation & Infrastructure Legislative Priorities	X
E.	Public Safety Legislative Priorities and Support Issues	X
F.	Health & Human Services and Healthcare Legislative Priorities and Support Issues	X
G.	Consumer Services Legislative Priorities	X
H.	Local Government/Administrative Legislative Priorities	X
I.	Educational Legislative Priorities	X
J.	Agriculture	X

TOTAL PROPOSED ANNUAL PRICE: \$ 35,000

The Total Proposed Annual Price shall remain fixed for the term of the Contract and the four (4) one (1) year renewal options, if exercised.

The Proposer certifies by signature below the following:

- a. This price is current, accurate complete, and is presented as the Total Price, including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.
- b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFP.

**REVISED APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 15-008/SC**

Page 2 of 2

- c. This Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
- d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the County.

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.

NAME (PRINT): MICHAEL CORCORAN

TITLE: PRESIDENT & CEO
CORCORAN & ASSOCIATES, INC.

COMPANY: dba/CORCORAN & JOHNSTON

ADDRESS: 21748 STATE ROAD 54, SUITE 102

CITY/STATE/ZIP: LUTZ, FL 33549

TELEPHONE NO. 813-527-0172

SIGNATURE: 

**REVISED APPENDIX B
BUSINESS INFORMATION**

RFP NO. 15-008/SC

CORCORAN & ASSOCIATES, INC.

Full Legal Name of Entity: dba/CORCORAN & JOHNSTON

(Exactly as it is to appear on the Contract/Agreement)

Entity Address: 21748 STATE ROAD 54, Suite 102

LUTZ, FL 33549

Telephone Number: (813) 527-0172

Fax Number: (813) 949-0870

Form of Entity

☒ Corporation

☐ Limited Liability Company

☐ Partnership, General

☐ Partnership, Limited

☐ Joint Venture

☐ Sole Proprietorship

Federal I.D. Number: 59-3731004

(1) If Proposer is a subsidiary, state name of parent company.

CORCORAN & ASSOCIATES, INC.

Caution: All information provided herein must be as to Proposer (subsidiary) and not as to parent company.

(2) Is Entity registered to do business in the State of Florida? Yes ☒ No ☐

If yes to the above, as of what date? APRIL 2001

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: 

NAME (PRINT): MICHAEL CORCORAN

TITLE: PRESIDENT & CEO

CORCORAN & ASSOCIATES, INC.

COMPANY: dba/CORCORAN & JOHNSTON

**REVISED APPENDIX C
SBE SCHEDULES 1, 2, 3(A), & 4
RFP NO. 15-008/SC**

NOT APPLICABLE

REVISED APPENDIX D

DRUG-FREE WORKPLACE CERTIFICATION

RFP NO. 15-008/SC

IDENTICAL TIE PROPOSALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie proposals are received from vendors who have not submitted with their proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie proposals.

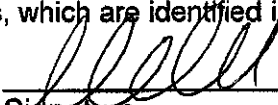
This Drug-Free Workplace Certification form must be executed and returned with the attached proposal, and received on or before time of proposal opening to be considered. The failure to execute and/or return this certification shall not cause any proposal to be deemed non-responsive.

Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by MICHAEL CORCORAN the
 (Individual's Name)
CORCORAN & ASSOCIATES, INC.
 PRESIDENT & CEO of dba/CORCORAN & JOHNSTON
 (Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.


 Signature

11/12/2014
 Date

Corcoran & Johnston Government Relations

21748 State Road 54

Suite 102

Lutz, Florida 33549

Palm Beach County

Board of County Commissioners

Purchasing Department

50 South Military Trail, Suite 110

West Palm Beach, Florida 33415

Title: STATE LOBBYIST SERVICES

Due Date: November 18, 2014, 4:00 pm, local time

**CONTRACT FOR
STATE LOBBYIST SERVICES
(Contract No. 15-008/SC-5)**

This Contract No. 15-008/SC-5 is made as of this _____ day of _____, 2015, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and The Moya Group, Inc., 1400 Village Square Boulevard, Suite 3-251, Tallahassee, FL 32312, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT's responsibility under this Contract is to provide state lobbyist services to the Legislative Affairs Department in accordance with Exhibit A, Scope of Work/Services, and Exhibit B, CONSULTANT's proposal dated November 18, 2014, and Exhibit C, Non-Discrimination Policy, all of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Todd Bonlarron, Director, Legislative Affairs Department, telephone number (561) 355-3451 or designee.

The CONSULTANT's representative/liaison during the performance of this Contract shall be Chris Moya, President, telephone number (850) 321-6692.

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibit A, Scope of Work/Services; (2) the provisions of RFP No. 15-008/SC-5 and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit B, CONSULTANT's proposal dated November 6, 2014, and Exhibit C, Non-Discrimination Policy; and (4) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 - SCHEDULE

The CONSULTANT shall commence services on January 13, 2015, and complete all services by January 12, 2016, with four (4) one (1) year options for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

ARTICLE 4 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, shall not exceed a total contract amount of Thirty-Five Thousand Dollars and no cents (\$35,000.00).

The CONSULTANT will bill the COUNTY on a monthly basis for equal monthly payments of Two Thousand Nine Hundred Sixteen Dollars and Sixty-Seven Cents (\$2,916.67) for eleven (11) months and Two Thousand Nine Hundred Sixteen Dollars and Sixty-Three Cents (\$2,916.63) for the twelfth (12th) month for the annual amount set forth in Exhibit B for services rendered toward the completion of the Scope of Work/Services. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT's final/last billing to the COUNTY. This shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONSULTANT.

ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 6 within three (3) years following final payment.

ARTICLE 7 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
4. Continue and complete all parts of the work which have not been terminated.

ARTICLE 8 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT's key personnel, as may be listed in Exhibit B, attached hereto and incorporated herein, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

ARTICLE 9 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT, CONSULTANT's employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The CONSULTANT is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R-2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT: 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 10 - SMALL BUSINESS ENTERPRISES SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project, the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

- A. The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.
- B. The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.
- C. The CONSULTANT incorporates Schedule 1 List of proposed SBE-M/WBE Prime/Subcontractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, percentage and/or dollar value of the SBE-M/WBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE-M/WBE sub-consultants on Schedule 1 agreeing to perform the contract at the listed percentage and/or dollar value.

The CONSULTANT understands that each SBE firm utilized on this contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

- D. The CONSULTANT understands that it is the responsibility of the department letting the contract and the Office of Small Business Assistance (OSBA) to monitor compliance with the SBE Ordinance requirements. In that regard, the CONSULTANT agrees to furnish progress payment reports to both parties on the progress of the SBE-M/WBE participation on each pay application submitted.
- E. The CONSULTANT further agrees to provide OSBA with a copy of their contract with the SBE sub-consultant or any other related documentation upon request.
- F. After contract award, the successful CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the proposed SBE percentages submitted with the proposal. Requests for

substitutions must be submitted to the department issuing the Request for Proposal and the OSBA.

- G. The CONSULTANT understands that it is prohibited from making any agreements with an SBE in which the SBE promises not to provide sub consultant quotations to other proposers or potential proposers.
- H. The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 11 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 12 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

ARTICLE 13 - INSURANCE REQUIREMENTS

It shall be the responsibility of the CONSULTANT to provide initial evidence of the following minimum amounts of insurance coverage to:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

Subsequently, the CONSULTANT shall, during the term of the Contract, and prior to each renewal thereof, provide such evidence to ITS at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

The CONSULTANT shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of the Contract. The requirements contained

herein, as well as COUNTY's review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract. CONSULTANT agrees to notify the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. Further, CONSULTANT shall agree that all insurance coverage required herein shall be provided by CONSULTANT to COUNTY on a primary basis.

- A. **Commercial General Liability:** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Business Auto Liability:** CONSULTANT shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONSULTANT owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the CONSULTANT indicating either the CONSULTANT does not own any vehicles, and if vehicles are acquired throughout the term of the contract, CONSULTANT agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- C. **Workers' Compensation Insurance & Employer's Liability:** CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- D. **Professional Liability:** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims -

made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

- E. **Additional Insured Clause:** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County as an Additional Insured.
- F. **Waiver of Subrogation:** CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- G. **Certificates of Insurance:** Within forty-eight (48) hours of the COUNTY's request to do so, the CONSULTANT shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. During the term of the Contract and prior to each subsequent renewal thereof, the CONSULTANT shall provide this evidence to ITS at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage.
- H. **Umbrella or Excess Liability:** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance,

including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 14 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 16 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

ARTICLE 17 - CONFLICT OF INTEREST

The CONSULTANT 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 or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. The CONSULTANT

further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 18 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONSULTANT's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 19 - ARREARS

The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 22 - CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract 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 the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23 - PUBLIC RECORDS, ACCESS AND AUDITS

The CONSULTANT shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such

records as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

Notwithstanding anything herein to the contrary, as provided under Section 119.0701, F.S., where the CONSULTANT: **(i) provides a service and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S.**, the CONSULTANT is required to:

- 1) maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service;
- 2) provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided by Florida 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; and
- 4) meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure of the CONSULTANT to comply with these requirements shall be a material breach of this Contract.

ARTICLE 24 - NON-DISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

Prior to execution of a contract with the COUNTY, the CONSULTANT shall submit a copy of its non-discrimination policy, which shall be consistent with the non-discrimination requirements as set forth above per Resolution R-2014-1421, as may be amended. In the event that the CONSULTANT does NOT have a written non-discrimination policy, the CONSULTANT shall sign and submit to the COUNTY a statement affirming that its non-discrimination policy conforms to the commitments set forth herein.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at

all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

ARTICLE 29 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 30 - NOTICE

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kathleen M. Scarlett, Director
Purchasing, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

With a copy to:

Todd J. Bonlarron, Director
Palm Beach County - Legislative Affairs Department
301 North Olive Avenue, Suite 1101
West Palm Beach, FL 33405

If sent to the CONSULTANT, notices shall be addressed to:

Chris Moya, President
The Moya Group, Inc.
1400 Village Square Boulevard, Suite 3-251
Tallahassee, FL 32312

ARTICLE 31 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 29 - Modifications of Work.

ARTICLE 32 - REGULATIONS; LICENSING REQUIREMENTS:

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and

collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Mayor of the Board County Commissioners of Palm Beach County, Florida, on behalf of the COUNTY, and the CONSULTANT have executed this Contract on the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

WITNESSES:

CONSULTANT:

Signature

THE MOYA GROUP, INC.
Company Name

Name (type or print)

BY: _____
Signature

Signature

Chris Moya
Typed Name

Name (type or print)

President
Title

(corp. seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS:

By: _____
Department Director

EXHIBIT A
SCOPE OF WORK/SERVICES
Contract No. 15-008/SC-5

1. PURPOSE

CONSULTANT shall represent Palm Beach County (COUNTY), work collaboratively with the County Commission, County Administrator and key staff members to represent the interests of the COUNTY and assist the Legislative Affairs Department (LAD) in interests before the Florida Legislature, its committees and members, and the Executive branch of the state government including the Governor, Cabinet and state agencies. The CONSULTANT shall assist LAD in monitoring legislative, executive and regulatory activity at the state government level.

2. HISTORY AND BACKGROUND

According to the 2010 Census, Palm Beach County has a base population of 1,320,134, making it the third largest county in Florida behind Miami-Dade (2.49 million) and Broward (1.74 million). About 55 percent of Palm Beach County residents live in one of 38 municipalities, the remaining 587,844 living in unincorporated areas.

Not counting Lake Okeechobee (which covers 488,000 acres), Palm Beach County covers 1,971 square miles of land and is larger than two states: Rhode Island and Delaware. The County stretches along 45 miles of the Atlantic Ocean with urban areas to the east and more rural/agricultural areas to the west.

The three major multibillion-dollar industries in Palm Beach County are tourism, construction and agriculture. There are also many high-tech industries such as bioscience that contribute to the growing economy.

For nearly 20 years, the County has contracted with firms for professional lobbying services in order to successfully negotiate legislation and appropriation requests that benefit the diverse needs of the County. Given the large population and land mass of the County combined with the size of our neighbors to the South – Broward and Miami-Dade, the County's professional lobbying needs are demanding. Currently, the COUNTY has five state professional lobbying firms representing it with each firm being paid an annual contract amount of \$35,000.

The COUNTY currently monitors the following State of Florida issues:

A. ECONOMIC DEVELOPMENT LEGISLATIVE PRIORITIES

1. Glades Regional Initiatives
2. Expansion of Gaming at Pari-Mutuel Facilities
3. Film and Television Incentive Program
4. Scripps and Biomedical Research Funding

B. BUDGET & TAXATION POLICY LEGISLATIVE PRIORITIES

1. Unfunded Mandates/Medicaid Cost Shifts
2. Article V
3. Internet Sales Tax

C. ENVIRONMENTAL/NATURAL RESOURCES LEGISLATIVE PRIORITIES

1. Lake Region Water Infrastructure Improvement Projects
2. Lake Worth Lagoon Initiative
3. Beach and Inlet Management Project Appropriations:
4. Freshwater Lake Restoration
5. Estuarine Restoration
6. Renewable Energy/ South Florida Climate Change Compact

SUPPORT ISSUES

1. Loxahatchee River Preservation Initiative
2. Everglades Restoration and Florida Forever
3. S-155 Control Structure Reconfiguration
4. Department of Environmental Protection – Beach Funding & Permitting
5. Water Resource Development Funding
6. Regulatory Flexibility/Affordability
7. Alternative Water Supply Funding
8. Assault on Utility Workers
9. Sustainable Water Use Permit and Incentives
10. Reclaimed Water Use for Agricultural Purposes
11. Maintain Funding for the State Petroleum Cleanup Program
12. Maintain Funding for the Petroleum Storage Tank Compliance Local Programs
13. Florida Recreation Development Assistance Program

D. TRANSPORTATION & INFRASTRUCTURE LEGISLATIVE PRIORITIES

1. Flood Prevention
2. Growth Management and Infrastructure
3. Rail Service on the FEC Corridor
4. DMV Facility Service/Mounts Botanical Gardens

E. PUBLIC SAFETY LEGISLATIVE PRIORITIES

1. Regional Juvenile Detention Center & Juvenile Assessment Center Replacement
2. Adjustment to the State/County Shared Detention Center Cost Split
3. Sober Homes
4. Pre-Trial Release
5. Reentry for Non-Violent Offenders
6. Regain Local Ability For Limited Gun Regulation
7. Mental Health Funding Pilot Program
8. Fireworks
9. Emergency Medical Drug Shortage
10. Domestic Violence
11. Lifeguard Certification and Training
12. Animal Care And Control Legislation

13. Waiver of Public Record Fees for Criminal Justice Commissions
14. Marchman Act Revisions

SUPPORT ISSUES

1. Emergency Preparedness Issues
2. Juvenile Justice – Florida Statute 985 Rewrite
3. Funding for Enhanced Lighting in High Crime Areas
4. Florida SERT (State Emergency Response Team)

F. HEALTH & HUMAN SERVICES AND HEALTHCARE LEGISLATIVE PRIORITIES

1. Transportation Disadvantaged Programs
2. Homelessness
3. Affordable Housing
4. Public Records Exemption for Homeless Point in Time Count Identifying Data
5. Child Welfare

SUPPORT ISSUES

1. Retinoblastoma
2. Sickle Cell Anemia Screening

G. CONSUMER SERVICES LEGISLATIVE PRIORITIES

1. Towing Bill

H. LOCAL GOVERNMENT/ADMINISTRATIVE LEGISLATIVE PRIORITIES

1. Value Adjustment Board
2. Henry Flagler Bill

I. EDUCATION LEGISLATIVE PRIORITIES

1. State Library Funding
2. Florida Atlantic University Funding
3. Cultural Facilities Funding
4. Signage at Public Schools –Local Bill
5. Elimination of School Readiness Wait List/Expand Early Learning Coalition Subsidized Childcare

J. AGRICULTURE

1. Farm to School Programs
2. Gleaning

3. CONSULTANT'S RESPONSIBILITIES

- A. The CONSULTANT shall, at a minimum, possess the following qualifications: 1) a strong working knowledge of state legislative, administrative and regulatory processes; 2) a clear understanding of large urban areas as well as large agricultural areas, including specific knowledge of Palm Beach County; 3) a history of successful state lobbying experience; and 4) a clear strategy for representing the COUNTY.

- B. The CONSULTANT shall work closely with the Palm Beach County Board of County Commissioners (BOARD), County Administration and key staff members to accomplish the COUNTY's state legislative agenda.
- C. The CONSULTANT must have positive, established, on-going relationships with key policymakers, decision makers and elected officials within the Palm Beach County Legislative Delegation, as well as key members of the Legislative branch, Governor's office, Cabinet and state agencies.
- D. The CONSULTANT shall effectively present and represent the COUNTY's State Legislative Agenda to Representatives, Senators and Members of the Executive branch (including the Governor, Cabinet and state agencies) in a direct lobbying effort on behalf of the COUNTY.
- E. The CONSULTANT shall assist with identifying and prioritizing agenda items and aggressively acting to obtain appropriations for various projects within the COUNTY as well as focusing on legislative issues that may impact the powers of local government.
- F. The CONSULTANT shall have the responsibility of providing the COUNTY with weekly written status reports during Committee weeks and the annual Legislative Session, regular written status reports during other times of the year as directed by LAD, and shall provide presentations before the BOARD and senior staff at the conclusion of the annual Legislative Session and as otherwise requested

4. SERVICES

CONSULTANT shall provide services to include, but are not limited to the following:

- A. Represent the COUNTY and the BOARD before the Florida Governor, Florida Legislature, Cabinet and state agencies.
- B. Secure funding for programs and projects which have been identified by the COUNTY as priorities, including proactive identification of new funding opportunities.
- C. Work closely with COUNTY Administration, the Director of Legislative Affairs and COUNTY staff in researching current issues and providing background information.
- D. Coordinate with COUNTY's State Delegation in gaining support for the COUNTY's legislative agenda; assist in drafting appropriate correspondence, scheduling briefings and meetings and identifying key state contacts.
- E. Provide technical assistance and guidance to the Director of Legislative Affairs in correspondence and reports.

- F. Identify key state contacts relating to specific COUNTY issues; propose and implement lobbying strategies to help support the COUNTY's state legislative agenda.
- G. Provide activity reports and periodic updates as directed by LAD on pending legislation. For e.g., provide weekly written status reports during committee weeks and the annual Legislative Session and regular written status reports during other times of the year.
- H. Identify special interest groups which may be working for or against the COUNTY's best interests, and agencies or local governments which may be competing for specific grants or appropriations, and help align support for the COUNTY's position.
- I. Develop a schedule for research reports and other activities in order to meet state guidelines, standards and deadlines.
- J. The CONSULTANT shall be available for weekly conference meetings during session and committee weeks and periodic calls outside of session, meetings with COUNTY staff in Tallahassee as needed, and an annual presentation to the BOARD to take place in Palm Beach County, Florida.

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EXHIBIT B
CONSULTANT'S PROPOSAL DATED November 18, 2014
Contract No. 15-008/SC-5
(47 Pages)

EXHIBIT C
NON-DISCRIMINATION POLICY
Contract No. 15-008/SC

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All proposers doing business with Palm Beach County, Florida are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event a proposer does not have a written non-discrimination policy, such proposer shall be required to sign a statement affirming its non-discrimination policy is consistent with Palm Beach County's policy.

Check one:

- () Proposer hereby acknowledges that it **does not** have a written non-discrimination policy and **affirms by signing below** that its non-written non-discrimination policy is in conformance with Palm Beach County's Resolution R-2014-1421, as may be amended.

PROPOSER:

Company Name

Signature

Name (type or print)

Title

OR

- () Proposer hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

NOTE:

Proposer's failure to either: (i) have a written or non-written non-discrimination policy in conformance with Palm Beach County's policy set forth above; **or** (ii) provide Palm Beach County, with the information set forth above, will render proposer non-responsive.

Proposer shall notify Palm Beach County in the event it no longer maintains a written or non-written non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.



1400 Village Square Blvd
Suite 3-251
Tallahassee, Florida 32312
(850) 681-6692

Palm Beach County
Request for Proposal for State Lobbyist Services

Response of the Moya Group

November 18, 2014

Submitted By:

Chris Moya
President
chrismoya@themoyagroup.com
850.321.6692
850.861.6693 Fax

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Letter of Transmittal

Letter of Transmittal

November 18, 2014

Palm Beach County
Sharon Cushnie, Senior Buyer
Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, Florida 33415

Re: RFP to provide State Lobbyist Services No. 15-008/SC

Dear Ms. Cushnie:

On behalf of The Moya Group, Inc. ('TMG'), I want to thank you for the opportunity to present this proposal for State Lobbyist Services, TMG submits the enclosed bid. I believe that TMG's experience and resources at the state and local levels as well as previous lobbying services for Palm Beach County makes us best qualified to continue to meet the needs of Palm Beach County.

TMG is a full service, bipartisan, governmental consulting firm with an office in Tallahassee. TMG has been a force in Florida and more specifically Tallahassee since 1999, representing a wide variety of clients with issues ranging from a major Medicare health care company to business-to-business advisory services.

TMG's governmental consultant group has over 30 years of combined experience in both the political and governmental arenas on a variety of public policy matters and has personally represented multiple local governments, companies and various associations throughout the years. It is through our intimate knowledge of the Legislative and Executive branches of government and staff, the public and private sectors and our extensive relationships with elected officials from both political parties that we are able to achieve success for our clients while shaping major legislation. Our proposal team includes:

- Chris Moya, President, 850.321.6692, chrismoya@themoyagroup.com
- Rebecca DeLaRosa, Chief Operating Officer, 850.284.7235, rebecca@themoyagroup.com
- Emily Buckley, Legislative Coordinator, 407.405.3302, emily@themoyagroup.com

An Organizational Chart with full contact information is included within the proposal.

TMG recognizes how state actions and laws challenging elements effect Palm Beach County as it attempts to sustain and build on best practices to advance the interests of the municipalities and unincorporated areas in Palm Beach County all while promoting public safety for its residents and tourists. Because Palm Beach County promotes the businesses that serve the interest of its citizens as well as the enhancement of fine arts, cultural centers, parks and natural resources, we have continued to monitor all activities related to Palm Beach County legislative priorities. Having said that, one of the top priorities of the legislature this year will be to address best management practices to protect and conserve water resources. Senator Wilton Simpson (R – New Port Richey) over the summer encouraged local governments to engage in discussions this upcoming legislative session.

Throughout TMG's proposal, we will continue to give examples on how our knowledge, experience, qualifications and background/relationships will benefit Palm Beach County Commissioners, County Administrator and the Legislative Affairs Department while collaborating with Palm Beach County Delegation.

Our team operates using a hands-on approach proving innovative and superior services in a timely manner and will continue to bring this same level of experience and service to Palm Beach County. Throughout TMG's experience in governmental practice, we have established a reputation for reliability and dependability. We look forward to continuing to fulfill all of the responsibilities for State Lobbyist Services.

We appreciate the opportunity to respond and welcome any questions you have to further evaluate our proposal. The Moya Group Vendor Identification Code is VC0000102630.

Sincerely,

A handwritten signature in black ink, appearing to read 'Christopher Moya', with a long horizontal flourish extending to the right.

Christopher Moya
President
The Moya Group, Inc.
1400 Village Square Blvd., Suite 3-251
Tallahassee, FL 32312
chrismoya@themoyagroup.com
850.321.6692
850.861.6693 Fax

Experience/Qualifications/Background/References Information

Experience/Qualifications/Background/References Information

Our team consists of highly skilled political professionals who understand the pressures faced by political officials and their staffs. Our experience includes a former advisor to the late Senate President Jim King and U.S. Senator Marco Rubio, former executive staff of the House Majority Leader and Speaker, a business owner and a former Division of Elections supervisor. Most importantly, we have experience working with the Palm Beach Delegation, Commissioners and staff allowing us to immediately engage with policy makers this upcoming legislative session. There would be no switching cost associated in acquiring TMG for State Lobbying Services.

Because TMG is a full service, bipartisan, governmental consulting firm with over 30 years of combined experience in both the political and governmental arenas on a variety of public policy matters and has personally represented multiple local governments, companies and various associations throughout the years, our intimate knowledge of the Legislative and Executive branches of government and staff allows us to achieve results. TMG's strengths lie in executive branch lobbying as well as policy and appropriations; however, TMG's registered lobbyists have years of experience lobbying for local governments.

TMG's current clients include a wide range of public and private interests, such as a county government, a worldwide communications provider, an affordable housing developer, public charter schools, a major Medicare company, a nationwide insurance and financial company, a juvenile justice development academy, a federally recognized Indian Tribe (first settlers in Palm Beach County), hospitals, an international engineering firm, and a public transportation parking authority. While TMG represents multiple high profile and Fortune 500 companies, the firm's personized approach allows us to tailor a governmental strategy for each client to meet their needs efficiently and effectively.

The President of TMG would serve as firms team leader and main contact for Palm Beach County, supported by the firms Chief Operating Officer and staff. The President, Chris Moya, successfully built his own governmental consulting firm over 14 years ago along with representing some of the nation's best-known corporations. This unique experience makes Chris one of the most qualified lobbyists to have served Palm Beach County during the past decade. He understands the needs of public and private stakeholders as well as the importance of management skills. Because of Chris's hands-on approach with clients, the firm's client retention rate is higher than most firms. His expertise in policy, economic development, business problem solving and marketing has enabled him to master complex situations and strategize for organizations.

Chris has represented Palm Beach County for 9 years and was a full-time consultant for Miami-Dade County making him an expert in local government issues and capable of working in the areas of transportation, development, economic affairs, budget and water resources as well as coalitions and/or associations. TMG understands the working relationship Palm Beach County has with its neighbors to the South – Broward and Miami-Dade County. TMG looks forward to maintaining this relationship, as Palm Beach County is one of the few counties who recognize the benefits of tri-county efforts.

KEY ISSUES

Appropriations

The process of securing appropriations has become more competitive due to the end of the recession. TMG recognizes this challenge and continues to build relationships with legislators, committee staff and agencies all year round. We pride ourselves on successfully securing funds across a wide range of programs including library funding for Palm Beach County. We will continue to protect and ensure Palm Beach County funding and maximizing the support for the Palm Beach Delegation. To be successful in today's environment, we understand a multi-facet approach is needed to help the Legislative Affairs Department (LAD).

We understand the budgetary process, economic development, transportation, homelessness, affordable housing, Spring Training retention program, rail service on the FEC, biomedical research funding, emergency communication, juvenile justice programs, inmate reentry and education programs are key areas of focus for Palm Beach County. We will work to develop the right plan that will prove to be beneficial for Palm Beach County as well as address any policy glitches to help prevent budget shortfalls in the future.

Affordable Housing

Palm Beach County has a long-standing commitment to health & human services. The Chief Operating Officer with TMG has extensive experience lobbying for affordable housing funding and policy. She represented the states affordable housing finance agency for five years and represented the Florida Housing Coalition. TMG understands the need to see the State and Local Housing Trust Funds monies be appropriated for housing needs.

Last year we were able to successfully secure a record budget for affordable housing programs at \$167.7 million the largest amount in four years. This funding was divided between the State Apartment Incentive Loan Program (SAIL) and the State Housing Initiatives Partnership (SHIP) Program. SHIP was appropriated at \$100 million and SAIL was appropriated at \$67.6 million. According to the SHIP distribution formula in statute, Palm Beach County received over \$6 million dollars.

Homelessness

Complementing our strong relationships with legislative champions on affordable housing, we have developed capabilities with all housing and homeless advocates.

Last year, with the help from housing and homeless stakeholders, we were able to secure \$4 million to help end homelessness. The legislature appropriated \$3.8 million to the Department of Children and Families for homelessness and \$200,000 to the Department of Economic Opportunity for technical assistance. In addition, we were able to modify qualifications and eligible activities for 'Challenge Grants' administered by the Office of Homelessness within the Department of Children and Families.

Transportation and Public Safety

Years of representation for Miami-Dade County, public employee unions and a public transportation parking authority gives us a unique perspective and can help us navigate through the policy, budgetary and legislative processes while taking public safety for Palm Beach County into consideration. In addition, TMG has worked very closely with all public safety State of Florida unions for multiple years and represented Palm Beach County on several hunting and game management issues. TMG helped build an alliance with the National Rifle Association as well as rival organizations.

TMG will utilize its experience in transportation and public safety issues to ensure Palm Beach County's requests are appropriately positioned.

Environmental and Natural Resources

Palm Beach County has been long engaged in water infrastructure issues including but not limited to water quality management, deterioration of existing water mains, and storm water discharges. In 2008, on behalf of Palm Beach County, TMG worked to restore the Everglades by successfully advocating for the restoration project called 'missing link' where the state purchased 187,000 acres of farmland from one of the largest privately held U.S. agricultural firms for \$1.75 billion. The land deal would revive an effort to turn sugar cane fields back into marshes and waterways that would help cleanse polluted Everglades water and carry it from Lake Okeechobee to the southern parts of the Everglades and the Florida Bay.

In addition, TMG worked on behalf of Palm Beach County last year to ensure water projects were funded. Thankfully, \$22.8 million was appropriated for Indian River Lagoon and Lake Okeechobee Basin. As previously stated, one of the top priorities of the legislature this year will be to address best management practices to protect and conserve water resources. TMG is well positioned to help Palm Beach County engage in such discussions immediately following an award of contract.

More specifically, TMG worked hard last year to secure funding for the Loxahatchee River Preservation Initiative Projects totaling \$2,076,718.

Economic Development

As you know, the City of Belle Glade is the largest city in the Everglades located on Lake Okeechobee. Because Belle Glade's thriving agricultural industry is tied to Lake Okeechobee, TMG understands the need for continued progress to further promote growth through economic diversification and development of human and natural resources.

In addition, countywide leaders recognize the factors contributing to the high crime rate within the City as well as the limited access to services. Over the years projects and plans have been put in place. TMG would help promote this urban service area and support County officials so that residents can achieve their full potential.

Education

Educational opportunities are vital to the State of Florida. This is why TMG prides itself on successful education advocacy. TMG has successfully represented various clients in education for over a decade. In addition to successfully representing public schools, TMG successfully advocated to acquire \$2 million for Florida Atlantic University – Max Planck Scientific Partnership. In the same year, TMG successfully assisted securing \$6 million for Palm Beach State College – Loxahatchee Campus.

TEAM LEADER

Christopher Moya

President

Tallahassee

The Moya Group, Inc.

1400 Village Square Blvd., Suite 3-251

Tallahassee, FL 32312

chrismoya@themoyagroup.com

850.321.6692

850.861.6693 Fax

A native of Miami, Christopher Moya has served at the highest levels of the legislative, executive and local government branches, before opening his own business and governmental consulting firm. Since founding Moya Group, Inc., in 1999, Christopher has represented some of the world's best known corporations and associations including: Palm Beach County, AT&T, State Farm Insurance, Hard Rock Hotels and Casino, and Dosal Tobacco.

Prior to founding Moya Group, Inc. Christopher served the Division of Elections, overseeing the state's political action committees (PAC's) and committees of continuance existence (CCE's) as well as approving their by-laws, practices and financial records. Working with House Speaker Daniel Webster in the Republican Majority Office, Christopher earned a reputation as a policy-oriented problem-solver.

Christopher also gained extensive political and local government experience, working first on the Alex Penelas Miami mayoral campaign in 1996 and then as special assistant to Mayor Penelas. In this position, Christopher was one of the mayor's top advisors, drafting speeches and briefing the mayor prior to public appearances and would often appear in the mayor's absence to represent the office.

Christopher later served as a full-time consultant for Miami-Dade County, a signature client among Florida's lobbying corps. In addition to authoring, amending and championing select legislation, Christopher was responsible for interacting with all the state agencies as well as the Executive Office of Governor.

Christopher has served in an advisory capacity to some of Florida's most influential lawmakers including the late Senate President Jim King and U.S. Sen. Marco Rubio. Christopher is also a frequent source for the media.

References

Listed below are a few current clients TMG has successfully represented within the past 3 years. TMG will happily provide additional references upon request.

Current Client	Contact Information	Scope of Work
Health Spring of Florida, Inc. d/b/a Leon Medical Centers Health Plans	Julio Rebull Senior Vice President of Corporate Relations 101 SW 27 th Avenue Miami, Florida 33135 (305) 642-5366 (305) 631-5887 Fax	Monitoring all health care legislation, creating legislative agenda and key advocate with the Agency for Health Care Administration (AHCA). <ul style="list-style-type: none"> • TMG has successfully amended Medicaid reform legislation to fix glitch affecting thousands of dual eligible recipients with hundreds or millions of dollars of impact. • \$60,000 - \$90,000 each year • Represented from 2012 - present • Three full-time staff provided
Miami Parking Authority	Art Noriega Chief Executive Officer 40 N.W. Third Street Miami, Florida 33128 (305) 494-9445 (305) 371-9451 Fax	Monitor all transportation legislation and create legislative agenda. <ul style="list-style-type: none"> • Successfully collaborated with the Department of Transportation (DOT) on behalf of the Miami Parking Authority to remove damaging language from the DOT legislative package. • Successfully proposed language that would have otherwise cost the Authority up to \$2 million recurring annually. The damaging language could have also placed the bond rating at risk and decreased the put public safety in jeopardy. • \$60,000 each year • Represented from 2013 - present • Three full-time staff provided

Ref cont.

UF Health/Shands	Belita Moreton Director of Governmental Affairs 1468 Blueberry Road St. George Island, Florida 32328 (850) 264-5579 (850) 385-5681 Fax	Monitor all health care legislation. <ul style="list-style-type: none">• Successfully secure annual funding for Shands Cancer Hospital - \$7 million avg.• Successfully secure state funding totaling \$36 million for cancer research• Successfully secure HCI designation• Successfully serve economic development for Shands through attracting highly qualified clinicians and researchers• Successfully secure and protect the Biomedical Trust Fund for continued research and expansion in Florida• \$80,000 each year• Represented from 2008 - present• Three full-time staff provided
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Other Qualifications or Experience

The firms practice extends far beyond legislation services. TMG President is also a frequent source for the media and has an extensive background with various clients' business-to-business development. This level of expertise is rarely found in other firms.

Conflict of Interest

NONE. There is no actual or possible conflict of interest that may result from acting as Consultant to Palm Beach County, including engagements with other clients.

Project Approach/Understanding Information

Project Approach/Understanding Information

Project Services and Approach to be Utilized

Because the process of securing appropriations has become more competitive, TMG's intimate knowledge of the Legislative and Executive branches of government and staff, the public and private sectors and our extensive relationships with elected officials from both political parties that we are able to navigate through this environment. TMG can provide Palm Beach County this access. Additionally, TMG has the capacity to handle all aspects of the Scope of Work /Services in Section 4 of the Palm Beach County's Request for Proposal for State Lobbying Services.

TMG will assist Palm Beach County Legislative Affairs Department in developing a legislative agenda to further the economic development and interests of the Community while providing comprehensive State Legislative Services for Palm Beach County. The Team Lead will meet with Palm Beach County's officials to determine priorities, formulate a strategic plan and determine timelines to best promote Palm Beach County's interests. We will discuss any constraints and resources, such as the Palm Beach County Board of County Commissioners, Palm Beach County Delegation, reports, committee schedules, appropriations timelines, and calendar issues.

Palm Beach County continues to experience an increase in population growth and remains the largest city in size and population. For this reason, TMG understands why fire rescue, homelessness, criminal justice and economic development were priorities last year.

Because the General Appropriations Act for Fiscal-Year 2014/15 contained the largest amount of funding in four years for affordable housing – approximately \$6 million and three top priorities for the Glades – approximately \$281 million, we believe our experience working with local governments, Fortune 500 companies and public entities will benefit Palm Beach County moving forward.

Outlined below is the approach that TMG will take in assisting Palm Beach County to secure funding, achieve policy initiatives, monitor regulatory changes, maintain and establish working relationships between County officials and staff and the executive branches of state government and relevant state agencies.

Proposed Plan

This plan can be modified and is subject to change.

January –

- Meet with Palm Beach County Commissioners, County Administrator and staff (including Palm Beach County Divisions) to develop and discuss 2015-2016 legislative agenda which include the Scope of Work Services in Section 4 of the Proposal and determine areas of potential growth
- Review and discuss 2015 general bills, agency agendas and agency budgetary requests which would impact Palm Beach County
- Review and update past legislative and consulting efforts by Palm Beach County
- Review and discuss budgetary items that may impact Palm Beach County
- Meet with local delegation members
- Develop legislative agenda
- Develop strategic plan that includes issue assignments
- Discuss relationships Palm Beach County can develop with key legislators
- Develop a communications plan to meet the needs of Palm Beach County
- Plan for site visit and arrange meetings in Tallahassee for Palm Beach County staff
- Attend legislative committee weeks on behalf of Palm Beach County
- Provide regular telephone and written updates to Palm Beach County officials and staff
- Meet with Palm Beach County staff during committee weeks

February –

- Provide regular telephone and written updates to Palm Beach County officials and staff
- Meet with Palm Beach County staff during committee weeks
- Coordinate meetings for Palm Beach County Day
- Finalize specific budget items for Palm Beach County
- Meet with Governor's Office regarding legislation and budgetary items
- Continue meeting with local delegation
- Meet with key legislators and agency heads
- Meet with Florida Association of Counties, League of Cities and other organizations to discuss legislative and budget issues
- Finalize legislation
- Identify and secure sponsors of Palm Beach County legislation

March – May

- Legislative Session
- Facilitate meetings with House and Senate for Palm Beach County Commissioners during Palm Beach County Day
- Attend Palm Beach County Day
- Attend committees considering legislation and issues relevant to Palm Beach County
- Meet with House and Senate committee staff to determine likely legislation
- Meet with House and Senate Appropriations Chairs and committee members regarding budgetary issues
- Facilitate meetings with local officials, appropriate legislative leaders and state agencies
- Provide regular telephone and written updates to Palm Beach County officials and staff
- Meet with Palm Beach County staff weekly
- Coordinate with Florida Association of Counties and other organizations
- Work budget conference and the last remaining legislative issues
- Work with Governor's Office regarding legislation and budgetary items either opposed or supported by Palm Beach County

June – July

- Continue to monitor and advocate for legislation and budgetary items through veto season with County officials and key staff
- Meetings with Palm Beach County officials and staff to discuss 2015 legislative successes as well as future needs
- Meetings with local delegation members regarding 2015 legislative successes

As you know, following the 2015-2016 legislative session, preparation for the 2016-2017 legislative session needs to be outlined in a timely manner. Last year HB 9 by Representative Janet Nunez (R-Miami) changed regular session dates. HB 9 now requires the legislature to convene regular legislative session for each even-numbered years in January. Having said that, committee weeks will begin in September 2014.

In previous conversations with Palm Beach County, TMG notified the Palm Beach County Legislative Affairs Department in July 2014 that the Governor's Office of Policy and Budget released the 2015-2016 Legislative Budget Request (LBR) instructions for state agencies. Because representation of Palm Beach County weighs heavily on the appropriation process, the following suggested timeline is crucial.

Thankfully, this summer legislators stated the importance of investing in Florida water bodies and discussing a variety of economic development and education bills, including the 'Springs Bill'. The Springs Bill is under consideration now. The bill provides for more protection of Florida's many natural springs and rivers.

TMG approaches success by following three key strategies.

Analytics. The ability to assess a client's needs and strategically chart a course toward attaining victory is critical to the success of any partnership. TMG experts have an incomparable ability to quickly analyze its client's needs and provide a turnkey approach to realizing success.

Key Personnel and Operations Information

Key Personnel and Operations Information

TMG has a strong Chief Operating Officer who assists the President in day-to-day activities, all legislative activities and other team members. Each team member and client is supported by our Legislative Coordinator. The Legislative Coordinator will aid in the technical aspects while managing the legislative calendars of the firm and preparing documents on behalf of clients. She also ensures that Legislators are provided the proper documents and updated prior to committee meetings and legislative session regarding client issues. Because TMG is a boutique firm, we are better equipped to provide specialized service to our clients. There is no firm bureaucracy.

TMG's success is built on analyzing our clients' needs, advising clients on how best to go about attaining victory, providing access at every level whether its business-to-business or state, local and federal government institutions and advocating on our clients behalf once a clear definition of victory has been agreed upon.

Organizational Chart

Team Member	Title	Proposed Palm Beach County Team
Chris Moya	President	Team leader performing work, monitoring contract and registered lobbyist
Rebecca DeLaRosa	Chief Operating Officer	Team member performing work, monitoring contract and registered lobbyist
Emily Buckley	Legislative Coordinator	Team support performing work, monitoring contract and registered lobbyist

The following proposed team will be available for clarification of any submitted material. Complete resumes are attached.

The Moya Group Team for Palm Beach County (Key Personnel)

TEAM LEADER

Christopher Moya

President

Tallahassee

The Moya Group, Inc.

1400 Village Square Blvd., Suite 3-251

Tallahassee, FL 32312

chrismoya@themoyagroup.com

850.681.6692

850.861.6693 Fax

A native of Miami, Christopher Moya has served at the highest levels of the legislative, executive and local government branches, before opening his own business and governmental consulting firm. He is currently representing Palm Beach County. Since founding Moya Group, Inc., in 1999, Christopher has represented some of the world's best known corporations and associations including: Palm Beach County, AT&T, State Farm Insurance, Hard Rock Hotels and Casino, and Dosal Tobacco.

Prior to founding Moya Group, Inc. Christopher served the Division of Elections, overseeing the state's political action committees (PAC's) and committees of continuance existence (CCE's) as well as approving their by-laws, practices and financial records. Working with House Speaker Daniel Webster in the Republican Majority Office, Christopher earned a reputation as a policy-oriented problem-solver.

Christopher also gained extensive political and local government experience, working first on the Alex Penelas Miami mayoral campaign in 1996 and then as special assistant to Mayor Penelas. In this position, Christopher was one of the mayor's top advisors, drafting speeches and briefing the mayor prior to public appearances and would often appear in the mayor's absence to represent the office.

Christopher later served as a full-time consultant for Miami-Dade County, a signature client among Florida's lobbying corps. In addition to authoring, amending and championing select legislation, Christopher was responsible for interacting with all the state agencies as well as the Executive Office of Governor.

Christopher has served in an advisory capacity to some of Florida's most influential lawmakers including the late Senate President Jim King and U.S. Sen. Marco Rubio. Christopher is also a frequent source for the media.

TEAM MEMBER

Rebecca DeLaRosa

Chief Operating Officer, The Moya Group
Tallahassee
The Moya Group, Inc.
1400 Village Square Blvd., Suite 3-251
Tallahassee, FL 32312
rebecca@themoyagroup.com
850.284.7235 Cell
850.861.6693 Fax

Rebecca DeLaRosa joined the The Moya Group lobbying team in Tallahassee, Florida this year. Ms. DeLaRosa brings with her more than 10 years of experience in the legislative and executive branches of government where she developed knowledge in education, finance & tax, public purchasing and health care. She is currently representing Palm Beach County. Prior to joining the Moya Group, Ms. DeLaRosa worked in the Tallahassee office of a global law firm where she represented clients before the legislative and executive branches as well as state agencies on a wide range of issues including Medicaid, Medicaid fraud, traumatic brain injury, affordable housing, transportation, public purchasing, project management, and local government. Rebecca represented the City of North Port.

Rebecca also served as the Legislative Director for the Florida Housing Finance Corporation, where she directed all affordable housing legislative activities and lobbied state and federally. While at the Florida Department of Management Services, Rebecca served as the Buyer Stakeholder Manager for the State of Florida's e-procurement system managing 32 state agencies, the Policy Director for Governor Jeb Bush's faith-based and mentoring efforts, and as a Senior Benefits Analyst for the Florida Retirement System. Rebecca has also held analyst and aide roles with the Florida House of Representatives. Rebecca has received awards and certificates from the George Washington University School of Business for Negotiation Strategies and Techniques, Florida Department of Management Services, and the Florida Leadership Succession Program of Leadership. The Florida Fund Foundation awarded Rebecca the distinction of Public Sector Lobbyist of the year award in 2007.

Rebecca has positively contributed to the community in her roles as a member of the Chaired Select Committee on Community Service and Leadership in Miami, as a former member of the Tallahassee Ronald McDonald Hispanic Scholarship Fund, and as the founder and former officer of MANA, a National Latino Organization. Rebecca is also the Chair of the State Public Affairs Committee Board for Florida Junior Leagues and member of the Junior League of Tallahassee.

Education:

University of South Florida, B.A

TEAM MEMBER

Emily Duda Buckley

Legislative Coordinator

Tallahassee

The Moya Group, Inc.

1400 Village Square Blvd., Suite 3-251

Tallahassee, FL 32312

Emily@themoyagroup.com

850.681.6692

850.861.6693 Fax

Prior to joining the Moya Group, Emily Buckley began her political career in the Florida House of Representatives working with all the Appropriations Chairs, while completing her degree. Throughout the course of her professional experience, Emily has completed several different internships, including the Executive Office of the Governor, Southern Strategy Group, The James Madison Institute, and a Tallahassee based research and educational institute that focuses on preserving individual liberty and economic freedom. Emily also has experience in serving in political campaigns, both statewide and nationally.

Emily received a Bachelors degree in Political Science and Criminology from Florida State University. She also holds a Certificate in Emergency Management and Homeland Security from Florida State University. Emily is a state certified Guardian Ad Litem as well as sits on the Family Council of A. Duda & Sons working closely with Orange County, Seminole County and Brevard County.

Education:

Florida State University, B.S.

Christopher Moya

1400 Village Square Blvd, Suite 3-251
Tallahassee, Florida 32312
850-321-6692
ChrisMoya@themoyagroup.com

Work Experience

President –The Moya Group; Tallahassee, FL

1999-present

- Perform and maintain day to day administrative activities
- Lobby the Legislature and Executive Branch on behalf of the firm's multiple clients
- Track legislation through the Florida State Senate and House of Representatives
- Monitor the status of bills presented to the Governor
- Participate in rulemaking meetings
- Participate and plan political campaign events

Legislative Assistant– JD Hicks and Associates; Tallahassee, FL

2000-2002

- Perform and maintain day to day administrative activities
- Attend political fundraisers
- Lobby Legislators on behalf of the firm's multiple clients
- Track legislation through the Florida State Senate and House of Representatives
- Monitor the status of bills presented to the Governor
- Attend committee meetings, sessions, issue lunches, and press conferences
- Participate in political campaign events

Supervisor of Political Actions Committee and CCE's– Division of Elections; Tallahassee, FL

1998-2000

- Assist Secretary of State Katherine Harris in the approval of Agency bylaws, and Agency finances
- Perform and maintain day to day administrative activities

Legislative Assistant – Florida House of Representatives, Majority Office; Tallahassee, FL

1997- 1998

- Bill Tracking
- Budget Tracking
- Assisted with research in floor packets and presentations
- Research legislative issues
- Attended functions with and on behalf of the Majority Leader
- Wrote and prepared speeches for presentation by the Majority Leader

Education

Florida State University; Tallahassee, FL

B.S. degrees in Interdisciplinary Social Science
May 2000

REBECCA J. DELAROSA

3161 Baringer Hill Drive, Tallahassee, FL 32311
(850) 284 -7235
Delarosar12@gmail.com

PROFESSIONAL EXPERIENCE:

The Moya Group

Tallahassee, FL

Lobbyist

2013 - Present

Provide consulting services for clients in healthcare, insurance, education, housing, local government and gaming; advocate for appropriations and policy development before the Florida Senate and Florida House of Representatives; research policy initiatives; author weekly updates and materials for clients; registered lobbyist.

Greenberg Traurig, LLP, Attorneys at Law

Tallahassee, FL

Assistant Director of Governmental Affairs

2011 - 2013

Responsible for Legislative Representation before the Florida Senate and Florida House of Representatives, as well as Executive Branch Representation before the Governor, Cabinet and State Agencies. Worked with legislators, businesses and non-profit corporations to advocate for state appropriations, legislation, procurement, local government, housing, and healthcare; built business development strategies for corporations and assisted with Request for Proposals; authored weekly reports for clients and helped educate the firms practice groups on legislative activities and client success; registered lobbyist.

Florida Housing Finance Corporation

Tallahassee, FL

Legislative Director

2006-2011

Responsible for all state and federal legislative activities of the Corporation; reported directly to the Executive Director; monitored and coordinated the progress of legislation and budget items relative to the Corporation; authored information and provided problem-solving assistance to congressman, legislators, their constituents and the public; registered lobbyist.

Florida Department of Management Services

Tallahassee, FL

Legislative Assistant

2006

Responsible for correspondence, filing, scheduling, and tracking legislation; prepared research for publications; briefed the Legislative Director and the Secretary on legislation, committee's outlook and reports.

Stakeholder Manager

2004-2006

Developed procedures for Governor Jeb Bush's Initiative on eProcurement (MyFloridaMarketPlace); coordinated program planning; monitored implementation progress and activities for 32 state agencies; supported all state agencies with

innovative online eProcurement system; managed customer service desk and training activities; coordinated with legislative affairs office; handled all communications.

Policy Director

2003-2004

Developed policy and procedures for Governor Jeb Bush's Initiatives on Volunteering/Mentoring and Faith Based efforts; coordinated program planning at the state and federal level; monitored implementation progress and activities; traveled to Washington DC and represented the State of Florida; collaborated with Volunteer Florida and the Volunteer Florida Foundation.

Senior Benefits Analyst

2002-2003

Conducted complex research studies and special projects; developed educational materials; worked with agencies and vendors to coordinate administration of benefit policies, procedures and practices; assisted in development of statutes, rules and policies for benefit programs; coordinated program planning and implementation progress; monitored activities of programs.

Florida House of Representatives

Tallahassee, FL

Analyst, Office of Speaker Pro Tempore, Sandra Murman

2002

Assisted Representative Murman as Chair of the Appropriations Committee for Health and Human Services and Select Committee for Children and Families; created reports for House Leadership on various issues; acted as liaison to Speaker Designate Johnnie Byrd and all House members; corresponded with businesses, the public and Florida constituents.

Analyst, Part-time, Office of Florida Speaker of the House, Tom Feeney

2002

Responsible for correspondence covering health and education issues; communicated with the public concerning session activities.

Analyst, Office of Florida House Majority Leader, Mike Fasano and Jerry Maygarden

2001-2002

Assisted the Chief of Staff and Majority Leaders in Education and Tax issues while supporting the Speakers initiatives; handled tax and budget issues during Special Session; helped perform daily floor management; formulated research and communications for House Representatives and staff.

Aide, Office of Florida House Representative, Kim Berfield, Clearwater, FL

2000-2001

Responsible for managing office, correspondence, communications, filing, and tracking legislation; prepared research for publications; briefed House Member on legislation, committee's outlook and reports and district issues; met with local constituency groups, policy advocate groups and political organizations.

ADDITIONAL EXPERIENCE:

Mel Martinez for US Senate Campaign

Tampa, FL

Campaign volunteer

2004

Traveled and represented candidate at events covering Tampa to Naples; managed the Tampa office; coordinated events; placed advertisements in the community on behalf of the candidate.

Kim Berfield for FL House of Representatives Campaign

Clearwater, FL

Campaign volunteer

2000

Traveled and represented candidate in Pinellas County; placed advertisements in the community on behalf of the candidate.

Theodore Roosevelt Society, Inc.

Tallahassee, FL

Administrative Assistant

1999-2000

Promoted advocacy for the protection of Florida's environment through correspondence among members; assisted Executive Director in bipartisan negotiations on current law; responsible for database, filing, organizing forums, and tracking legislation.

EDUCATION

University of South Florida, Tampa and St. Petersburg, Bachelor's Degree

Florida State University, Tallahassee, Coursework for Bachelor's Degree

St. Petersburg Junior College, Associates in Art Degree

COMMUNITY SERVICE

Chair and Former Board Member of Junior Leagues of Florida State Public Affairs Committee

Former Board Member of Tallahassee Florida Junior League

Member and Officer of Connect Florida – Leadership Florida

Member and Former Board Member of the Florida Association of Professional Lobbyists

Former Board Member of the Ronald McDonald House Charities in Tallahassee and the FL Ronald McDonald Hispanic Scholarship Fund

Former Florida Director for Intergovernmental Affairs of National Association of Hispanic Federal Executives (NAHFE) **Member and Former Officer** of MANA, A National Latina Organization, worked with President and CEO in Washington, DC

Founded the first MANA chapter in Orlando, Florida

Former Member of Tallahassee 25-Community Service Organization

Coordinated School Readiness Express Program for the State of Florida Department of Management Services

Mentored and Tutored Preschool Youth through School Readiness and middle school youth through Governor Jeb Bush's Mentoring Initiative

Fundraised for Bids for Kids

Chaired Select Committee on community service/leadership in Miami, Hispanic Heritage Awards Foundation

AWARDS

2007 Public Sector Lobbyist of the Year, Florida Fund Foundation

Emily Duda Buckley
1352 Warrior Way, Tallahassee, Florida 32304
407-405-3302
Ecb09f@my.fsu.edu

Career History & Accomplishments

June 2013 - Present

Legislative Coordinator, *The Moya Group*

- Oversees day to day functions of The Moya Group
- Manages company finances and billing
- Actively lobbies for registered clients at both the Legislative and Executive level.
- Oversees the political campaign and contributions division of The Moya Group
- Attends events on behalf of The Moya Group and its clients

OPS Clerk, *Florida House of Representatives*

- Assists with the administrative functions of the House of Representatives Appropriations Suite.
- Responsible for delivering information to Chairman McKeel and all six Appropriations Subcommittee Chairs.

January - May 2013

Intern, *Executive Office of the Governor-Tallahassee, Florida.*

- Assists with administrative functions of the Governor's Legislative Affairs office.
- Attends committee meetings and Legislative Affairs Director meetings.
- Assists with administrative functions of the Governor's Office of Policy and Budget.

January-April 2012

- Assists Governor's Energy Advisors on bill analysis and policy investigations

May-July 2012

Summer Employee, *A. Duda & Sons*

- Assisted the corporate legal team in editing and drafting contracts.
- Updated SharePoint and company information system.

May-August 2011

Intern, James Madison Institute- Tallahassee, Florida

2011

- Assisted with administrative functions of the Institute.
- Published blogs on Institute website pertaining to current affairs.
- Assisted in the planning, organization and day of functioning of Institute events in Jacksonville, The Villages, Tallahassee, and Orlando.
- Assisted The Institute's Director of Public Affairs with issues pertaining to the 2011 Legislative Session.

Intern, Southern Strategy Group-Tallahassee, Florida.

2010

- Worked directly with David Rancourt on a multitude of issues during the 2010 Legislative Session.
- Researched policy and attended committee meetings on issues involving offshore drilling, renewable energy, and Florida energy practices.
- Prepared detailed reports on action taken by Florida Legislature involving energy issues and reported them to David Rancourt.

Memberships & Affiliations

- Certified Professional Lobbyist
- Kappa Alpha Theta Fraternity
- Junior League of Tallahassee

Work Backlog

NONE. At TMG, our well-rounded team prides themselves on adaptability and organization. Our client's business plans are up-to-date and we do not have actual work backlog. Our teams projected workload is based on production of interim reports and the legislative calendar. Both of which are included in the meetings we have with our clients during the summer months far in advance. With the help of our Legislative Coordinator, we are capable of managing multiple clients with various backgrounds that opens doors for additional opportunities. Full availability to the TMG Proposed Team and our Legislative Coordinator provides full legislative support services year round and during the demanding hours of the legislative session.

Location

Location

Respondent (Firm) and Organization

The Moya Group, Inc. is a full service, bipartisan, governmental consulting firm located primarily in Tallahassee with over 30 years of combined experience. TMG has been established for 14 years and just two blocks from the Florida's Capitol and executive branch agencies. Our team of veteran consultants has spent decades advising a wide variety of clients including Fortune 500 companies, politicians, trade associations, not-for-profits and state and local government agencies.

The Tallahassee Office will serve as the base of operations for representation. The proposed team included in the Key Personnel and Operations information will be available for clarification of any submitted material.

The Moya Group, Inc. Physical Address:

The Moya Group, Inc.
Hospitality Center
200 West College Avenue
Tallahassee, FL 32301

Appendix A – Price Proposal Pages

**REVISED APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 15-008/SC**

Page 1 of 2

The following price is submitted as the all inclusive firm fixed price to provide the Legislative Affairs Department with State Lobbyist Services for the issues marked with "X" below in accordance with the Requirements/Scope of Work/Services set forth in this RFP document.

Item	ISSUES	Mark "X"
A.	Economic Development Legislative Priorities	X
B.	Budget & Taxation Policy Legislative Priorities	X
C.	Environmental/Natural Resources Legislative Priorities and Support Issues	X
D.	Transportation & Infrastructure Legislative Priorities	X
E.	Public Safety Legislative Priorities and Support Issues	X
F.	Health & Human Services and Healthcare Legislative Priorities and Support Issues	X
G.	Consumer Services Legislative Priorities	X
H.	Local Government/Administrative Legislative Priorities	X
I.	Educational Legislative Priorities	X
J.	Agriculture	X


TOTAL PROPOSED ANNUAL PRICE: \$ 35,000

The Total Proposed Annual Price shall remain fixed for the term of the Contract and the four (4) one (1) year renewal options, if exercised.

The Proposer certifies by signature below the following:

- a. This price is current, accurate complete, and is presented as the Total Price, including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.
- b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFP.

The Moya Group, Inc. will participate in the voluntary Payment Manager Program while a contract is being prepared



**REVISED APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 15-008/SC**

Page 2 of 2

- c. This Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
- d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the County.

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.

NAME (PRINT): Chris Moya

TITLE: President

COMPANY: The Moya Group, Inc.

ADDRESS: 1400 Village Square Blvd, Ste 3-252

CITY/STATE/ZIP: Tallahassee, Florida 32312

TELEPHONE NO. (850) 321-6692

SIGNATURE: 

Appendix B – Business Information

**REVISED APPENDIX B
BUSINESS INFORMATION
RFP NO. 15-008/SC**

Full Legal Name of Entity: The Moya Group, Inc.
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: 1400 Village Square Blvd, Ste 3-251
Tallahassee, Florida 32312

Telephone Number: (850) 321-6692 Fax Number: (850) 681-6693

Form of Entity

- ☐ Corporation
☐ Limited Liability Company
☐ Partnership, General
☐ Partnership, Limited
☐ Joint Venture
☒ Sole Proprietorship

Federal I.D. Number: 35-2170169

(1) If Proposer is a subsidiary, state name of parent company.

Caution: All information provided herein must be as to Proposer (subsidiary) and not as to parent company.

(2) Is Entity registered to do business in the State of Florida? Yes ☒ No ☐

If **yes** to the above, as of what date? 06/03/2002

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: 

NAME (PRINT): Chris Moya

TITLE: President

COMPANY: The Moya Group, Inc.

Appendix C – SBE Schedules 1, 2, 3(A), & 4

REVISED APPENDIX C
SBE SCHEDULES 1, 2, 3(A), & 4
RFP NO. 15-008/SC

N/A

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: N/A *CH*
 NAME OF PRIME BIDDER: _____
 CONTACT PERSON: _____
 BID OPENING DATE: _____

PROJECT NO. OR BID NO.: _____
 ADDRESS: _____
 PHONE NO.: _____ FAX NO.: _____
 USER DEPARTMENT: _____

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	<u>M/WBE</u> Minority Business	<u>SBE</u> Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total

Total Bid Price \$ _____

Total SBE-M/WBE Participation Dollar Amount or Percentage of Work _____

I hereby certify that the above information accurate to the best of my knowledge:

Signature

Title

Note:

- 1.The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount or percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

Revised 9/7/2011

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: N/A  PROJECT NAME: _____

TO: _____
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise _____

Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

at the following price or percentage _____
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage _____
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

(Print name of SBE-M/WBE Subcontractor)


By: _____
(Signature)

(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Revised 10/11/2011

Date: _____

**OSBA Schedule 3(A)
PROFESSIONAL SERVICES ACTIVITY REPORT**

Project No.: N/A 
Task Authorization No: _____

REPORTING PERIOD: _____

Prime Consultant Address: _____
City/State: _____ Zip _____
Contact Person: _____ Phone # _____
Contract Name: _____
Contract Term: _____ Contract Amount \$ _____
Total Percentage performed by the Prime's Firm: _____ SBE-M/WBE Firm: _____
Service Type: Architectural _____ Engineering _____ Surveying _____
Other (Specify) _____
Have Sub-Consultants completed work with its own workforce for this application?
Yes _____ No _____

Note: If yes, complete below:

SUB-CONSULTANTS

1. Firms Name: _____
Address/Tel: _____
Estimated Start Date: _____ Contract Amount: _____
SCOPE OF WORK: _____
Percentage/Hrs Completed: _____ Amount Paid To Date _____
2. Firm's Name: _____
Address//Tel: _____
Estimated Start Date: _____ Contract Amount: _____
SCOPE OF WORK: _____
Percentage/Hrs Completed: _____ Amount Paid To Date _____
3. Firm's Name: _____
Address/Tel: _____
Estimated Start Date: _____ Contract Amount _____
SCOPE OF WORK: _____
Percentage/Hrs Completed: _____ Amount Paid To Date _____

I certify that the above is true to the best of my knowledge

Signature/Title

Revised 9/7/2011

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that N/A received
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of \$

MM

DD

YYY

from

(Prime Contractor Name)

For labor and/or materials used on

(Project Name)

(Work Order)

DEPT. :

PROJECT NO. :

PRIME CONTRACTOR VENDOR CODE:

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE:

If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor provided on this project, please provide the following information:

*Subcontractor Name: _____ Amount to be paid: _____

*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.

By:

(Signature of Subcontractor)

(Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA

COUNTY OF

Sworn to and subscribed before me this _____ day of _____, 20_____

By: _____

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known	OR Produced Identification	Type of Identification
------------------	----------------------------	------------------------

Appendix D – Drug-Free Workplace Certification

REVISED APPENDIX D

DRUG-FREE WORKPLACE CERTIFICATION

RFP NO. 15-008/SC

IDENTICAL TIE PROPOSALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie proposals are received from vendors who have not submitted with their proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie proposals.

This Drug-Free Workplace Certification form must be executed and returned with the attached proposal, and received on or before time of proposal opening to be considered. The failure to execute and/or return this certification shall not cause any proposal to be deemed non-responsive.

Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by Chris Moya the
 (Individual's Name)
President of The Moya Group, Inc.
 (Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Signature

11/18/14

Date

Amendment No. 1

AMENDMENT No. 1

DATED: November 6, 2014

Palm Beach County Purchasing Department
50 South Military Trail, Suite 110, West Palm Beach, FL 33415

RFP No. 15-008/SC

Title: State Lobbyist Services

Request for Proposal Due Date: November 18, 2014

This Amendment is issued to provide additional information and clarification to the RFP document:

A. Proposers are advised of the following changes to the RFP:

1. The headings of APPENDICES A through E are corrected with the following REVISED APPENDICES A through D provided as Attachments to this Amendment:

Attachment 1	REVISED - APPENDIX A, PRICE PROPOSAL PAGES
Attachment 2	REVISED - APPENDIX B, BUSINESS INFORMATION
Attachment 3	REVISED - APPENDIX C, SBE SCHEDULES 1, 2, 3(A), & 4, RFP No. 15-008/SC. Proposers are advised to replace <u>only</u> <u>Page 49</u> , the cover page to the SBE Schedules; all SBE Schedules remain the same.
Attachment 4	REVISED - APPENDIX D, DRUG FREE WORKPLACE CERTIFICATION.

Proposers shall submit the Revised Appendices in place of the original Appendices.

B. Questions received from Ericks Consultants, Inc., and Legislative Affairs Department's responses:

- Q.1. Our firm would like to subcontract with one individual from another firm, but not the entire firm, to work with us on a few specific items of interest to the county [e.g. *Joe Lunchbucket, Partner with Acme Products*]. Is such contractual relationship allowed? That individual, nor his firm, does not qualify as a small business enterprise. If such a subcontractor is allowed, what information from that subcontractor should be submitted with our response, e.g., may we show his "experience, qualifications, background and references" etc. along with our response under that heading or must we submit a separate document for him that basically mirrors our response? It makes sense for us to include/merge all of his qualifications, etc. within our response since we would be working as a team.

- A.1. The County would consider your firm as the proposer submitting a proposal that includes the individual as a subcontractor. The proposer should include in its proposal the subcontractor's specific skills, knowledge, experience, qualifications and references, etc., under the corresponding headings of the RFP. It should be noted if the subcontractor(s) is from a different firm.
- Q.2. Do we need to submit a Certificate of Insurance from that individual's firm along with the one submitted from our firm, or does our insurance cover a subcontractor in this instance?
- A.2. Ultimately, the proposer/primary contractor responding to this RFP is responsible for the Contract and any issues that arise. However, it would be in the best interests of both the proposer and the County to require any subcontractor(s) to meet the same insurance requirements as the proposer including naming the County as an Additional Insured. The proposer's certificate of insurance will be required prior to the County executing the Contract.
- Q.3. Third, our assumption is that Schedules 1, 2, 3A and 4 will not need to be completed since we are not engaging a SBE; is that assumption correct?
- A.3. Proposer does not need to complete Schedules 1, 2, 3A and 4 if proposer's firm is not an SBE and you are not engaging an SBE subcontractor.

All changes addressed in this Amendment No. 1 shall be incorporated into RFP No. 15-008/SC and the final contract. All other terms and conditions of the RFP remain the same and unchanged.

NOTE: Please acknowledge receipt of this Amendment No. 1 by signing below and returning this page with your Proposal Response. Each Amendment to the RFP shall be signed by an authorized agent and submitted with the proposal or the proposal shall be deemed non-responsive.

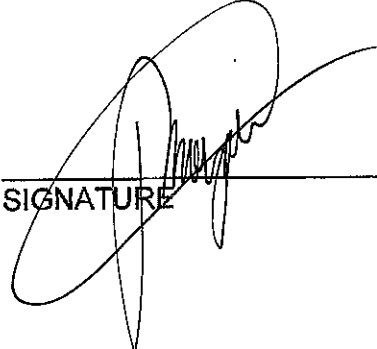


Donna Pagel, Purchasing Manager

ACKNOWLEDGMENT:

The Moya Group, Inc.
COMPANY NAME

11/18/14
DATE



SIGNATURE

Additional Information

N/A