

**FEDERAL LEGISLATIVE AND GOVERNMENTAL
LIAISON SERVICES FOR SEMINOLE COUNTY
(M-604688-23/TLR)**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between **ALCALDE & FAY, LTD. INC.**, whose address is 2111 Wilson Boulevard, 8th Floor, Arlington, Virginia 22201, in this Agreement referred to as "CONSULTANT," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified consultant to perform legislative services and liaison activities with the United States Congress and agencies of the federal government, including, by way of example, financial matters and other substantial legislative, governmental, and regulatory subject matters in Seminole County; and

WHEREAS, COUNTY has received several expressions of interest from such consultants; and

WHEREAS, CONSULTANT is competent and qualified, and desires to provide its professional services according to the terms and conditions stated in this Agreement,

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

Section 1. Services. COUNTY retains CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services, attached to and incorporated in this Agreement as Exhibit A.

Section 2. Authorization for Services. Authorization for provision of professional services by CONSULTANT under this Agreement will be in the form of written Notice to Proceed issued and executed by COUNTY's representative as designated in Section 17.

Section 3. Term. This Agreement takes effect on 10/23 notwithstanding date of execution by the parties and will remain in effect for a term of five (5) years. Absent notice by COUNTY at least sixty (60) days prior to the end of a term, this Agreement will automatically renew for another one (1) year term.

Section 4. Compensation and Payment/Reimbursement.

(a) COUNTY shall compensate CONSULTANT for the professional services provided under this Agreement a fee of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), plus out-of-pocket expenses as detailed below, for the initial year of service and any subsequent years. CONSULTANT shall perform all work required by the Scope of Services, but in no event will CONSULTANT be paid more than the negotiated yearly fee amount stated above plus out-of-pocket expenses.

(b) COUNTY shall make payments to CONSULTANT in four (4) equal payments of one-fourth (1/4) of the total set forth in Subsection 4(a) plus reimbursable expenses.

(c) Reimbursable expenses include only actual expenditures made by CONSULTANT in the interest of COUNTY as follows:

(1) Travel expenses when traveling for COUNTY, provided that such expenses are limited by the provisions of Subsections 112.061(7) and (8), Florida Statutes, or successor statutes.

(2) Expense of reproductions, messenger services, telephone tolls, parking, postage, and handling.

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

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

Section 5. Billing and Payment.

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

- (1) The name and address of CONSULTANT;
- (2) Contract Number; and
- (3) Such other information as may be required by this Agreement or requested

by COUNTY from time to time.

(b) The original invoice must be sent to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772-8080

A copy of the invoice must be sent to:

County Manager's Office - Administration
1101 East 1st Street
Sanford, Florida 32771

(b) Upon review and approval of CONSULTANT's invoice, COUNTY shall pay CONSULTANT the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 6. Audit of Records.

(a) COUNTY may perform, or have performed, an audit of the records of CONSULTANT at any time during the term of this Agreement and after final payment to support

final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONSULTANT and COUNTY. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONSULTANT. Conduct of this audit will not delay final payment as required by Section 4(b).

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

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

Section 7. Responsibility of CONSULTANT.

(a) CONSULTANT is responsible for the professional quality of services furnished by CONSULTANT under this Agreement. CONSULTANT shall correct or revise any errors or deficiencies in its services without additional compensation.

(b) COUNTY's review, approval, acceptance, payment, or any combination of these actions with respect to this Agreement does not to operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONSULTANT is and will remain liable to COUNTY, in accordance with applicable law, for all

damages to COUNTY caused by CONSULTANT's performance of any of the services furnished under this Agreement.

Section 8. Ownership of Documents. All deliverable documents and reports that result from CONSULTANT's services under this Agreement will become the property of COUNTY after final payment for the specific service provided is made to CONSULTANT.

Section 9. Termination.

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

(1) CONSULTANT shall immediately discontinue all services under this Agreement unless the notice directs otherwise; and

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

(b) If the termination is for the convenience of COUNTY, CONSULTANT will be paid compensation for services performed to the date of termination. CONSULTANT will be paid no more than a percentage of the fixed fee amount equivalent to the percentage of the completion of work contemplated by this Agreement.

(c) If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONSULTANT will be liable to COUNTY for reasonable additional costs associated with CONSULTANT's failure to fulfill its obligations under this Agreement.

(d) CONSULTANT will not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of CONSULTANT. Matters beyond the fault or negligence of CONSULTANT include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CONSULTANT.

(e) If after notice of termination for CONSULTANT's failure to fulfill its obligations under this Agreement, it is determined that CONSULTANT did not so fail, the termination will be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

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

Section 10. Equal Opportunity Employment. CONSULTANT shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability. CONSULTANT shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 11. No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or

agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its sole discretion and without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 12. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and only by a document of equal dignity with this Agreement.

Section 13. Subcontractors. In the event CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONSULTANT shall secure the prior written approval of COUNTY. CONSULTANT will remain fully responsible for the services of subcontractors or other professional associates.

Section 14. Indemnification of COUNTY. CONSULTANT shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages, or lawsuits for damages arising from, allegedly arising from, or related to CONSULTANT's provision of services under this Agreement, whether caused by CONSULTANT or otherwise. This hold harmless, release, and indemnification will include any claim based on negligence, action, or inaction of the parties.

Section 15. Insurance.

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

(1) CONSULTANT shall furnish COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY, its officials, officers and employees must be named additional insured under the Commercial General Liability policy. If the policy provides for a blanket additional insured coverage, CONSULTANT shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the additional insured verbiage. The Certificate of Insurance must provide that COUNTY will be given, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate has been provided.

(2) The Certificate must contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the insurance requirements of this Agreement. **The Certificate must have this Agreement number clearly marked on its face.** In lieu of the statement on the Certificate of Insurance, CONSULTANT will have the option to submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Section.

(3) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONSULTANT shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section

within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONSULTANT will relieve CONSULTANT of its full responsibility for performance of any obligation, including CONSULTANT's indemnification of COUNTY under this Agreement.

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

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove this authorization by maintaining Certificates of Authority issued to the companies by the Florida Office of Insurance Regulation.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, then CONSULTANT shall immediately notify COUNTY as soon as CONSULTANT has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall procure, maintain, and keep in force amounts and types

of insurance conforming to the minimum requirements set forth in this subsection at CONSULTANT's sole expense. Except as otherwise specified in this Agreement, the insurance must become effective upon execution of this Agreement by CONSULTANT and must be maintained in force until the expiration of this Agreement's term or the expiration of all Work Orders issued under this Agreement, whichever comes first. Failure by CONSULTANT to maintain insurance coverage within the stated period and in compliance with insurance requirements of COUNTY will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

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

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

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's

and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.



(B) The minimum limits to be maintained by CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess Policy) is required to be the following:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. CONSULTANT shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONSULTANT's insurance must cover CONSULTANT for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01) as filed for use in the State of Florida by the Insurance Services

Office, without the attachment of restrictive endorsements. Coverage must include owned, non-owned and hired autos or any autos.

(B) The minimum limits to be maintained by CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) must be per-accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONSULTANT shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONSULTANT must be a minimum of three times (3x) the per-accident limit required and must apply separately to each policy year or part of it.

(C) The minimum amount of coverage under the Business Auto Policy is required to be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000.00
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(d) Coverage. The insurance provided by CONSULTANT pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

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

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

Section 16. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies and disputes between the parties under this Agreement, except disputes addressed by the "Prompt Payment Procedures" arising under this Agreement within the dispute resolution procedures set forth in Section 3.5540, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONSULTANT hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the mediation shall share the costs of mediation equally.

Section 17. Representative of COUNTY and CONSULTANT.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. COUNTY hereby designates the Deputy County Manager as the

COUNTY employee to whom all communications pertaining to the day to day conduct of the Agreement will be addressed. The Deputy County Manager, after consultation with the County Attorney and the County Manager, will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement. Additionally, the Chairman of the Board of County Commissioners, the County Manager or his designee, and the County Attorney or her designee is authorized to provide direction and instruction to CONSULTANT relative to any decisions or policy determinations pertaining to legislative activity.

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

Section 18. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

Section 19. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 20. Independent Contractor. Nothing in this Agreement is intended or may be construed as, in any manner, creating, or establishing a relationship of co-partners between the parties or as constituting CONSULTANT, including its officers, employees, and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONSULTANT is to be and will remain an independent CONSULTANT with respect to all services performed under this Agreement.

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

Section 22. Services Not Provided For. No claim for services furnished by CONSULTANT not specifically provided for in this Agreement will be honored by COUNTY.

Section 23. Public Records Law.

(a) CONSULTANT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONSULTANT shall provide COUNTY with all requested public records in CONSULTANT's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONSULTANT specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, with regard to public records and shall perform the following:

(1) CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.


(2) CONSULTANT shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONSULTANT shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONSULTANT shall transfer, at no cost to COUNTY, all public records in possession of CONSULTANT, or keep and maintain public records required by COUNTY under this Agreement. If CONSULTANT transfers all public records to COUNTY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains the public records upon completion of this Agreement, CONSULTANT must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONSULTANT. CONSULTANT may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 24. Patents and Royalties. Unless otherwise provided, CONSULTANT is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement.  CONSULTANT, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONSULTANT. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONSULTANT. If such a claim is made, CONSULTANT shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY that will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY shall return the article on request to CONSULTANT and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 25. Notices. Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed

to the party for whom it is intended at the place last specified and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

County Manager's Office - Administration
1101 East 1st Street
Sanford, Florida 32771

For CONSULTANT:

Alcalde & Fay
2111 Wilson Boulevard, 8th Floor
Arlington, Virginia 22201

Section 26. Rights At Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition to any other rights and remedies provided by law.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

Section 28. Conflict of Interest.

(a) CONSULTANT shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONSULTANT to be conducted here and that no such person will have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CONSULTANT hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

Section 29. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

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

ATTEST:



ALCALDE & FAY, LTD. INC.

, Secretary

By: _____
, President

(CORPORATE SEAL)

Date: _____

SEMINOLE COUNTY, FLORIDA

Witness

By: _____
TAMMY ROBERTS,
Procurement Administrator

Print Name

Date: _____

Witness

Print Name

For the use and reliance of
Seminole County only.

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

Approved as to form and
legal sufficiency.



County Attorney

RM

10/6/23

T:\Users\Legal Secretary CSB\Purchasing 2023\M-604688-23 rev Nov28(23).docx

Attachment:

Exhibit A - Scope of Services

**FEDERAL LEGISLATIVE AND GOVERNMENTAL
LIAISON SERVICES FOR SEMINOLE COUNTY
(M-604688-23/TLR)**

EXHIBIT A

SCOPE OF SERVICES

- CONSULTANT shall cooperate with and advise County and its staff on an ongoing basis to identify Federal issues and Federal revenue sources that would benefit the residents of Seminole County, including, but not limited to, the availability of Federal funding in grant programs or otherwise.
- CONSULTANT shall provide analysis and make recommendations in areas such as finance and taxation, the appropriations process, federal regulation, water supply and treatment, transportation, growth management, planning, and any and all other legislative subject matters as directed by COUNTY or as may come to the attention of CONSULTANT.
- CONSULTANT shall review and report to COUNTY's designated representative, on all pertinent, pending federal issues such as finance and taxation, regulatory matters, water supply and treatment, transportation, planning, infrastructure, and other legislation, appropriations and governmental and regulatory matters affecting Seminole County, directly or indirectly.
- CONSULTANT shall assist COUNTY's staff in analyzing proposed federal rules and legislation. Consultant shall assist in the implementation of the Seminole County legislative program.
- CONSULTANT shall provide information concerning the status of the individual bills and rules affecting Seminole County and render advice and opinions as to strategy.
- CONSULTANT shall inform COUNTY's designated representative of the necessity of desirability for participation by the County Chairman, the County Commissioners, and COUNTY's staff in the legislative or rulemaking processes to secure the implementation of Seminole County programs.
- CONSULTANT shall prepare information and work with the County Chairman, the County Commissioners, and COUNTY's staff when participation is needed in the legislative or rulemaking process.
- CONSULTANT shall attend meetings with the Board of County Commissioners and COUNTY's staff as needed and requested by COUNTY.
- CONSULTANT shall provide COUNTY's staff with routine status reports by telephone and, when requested or desirable, in writing.

- CONSULTANT shall prepare and present reports to the Board of County Commissioners or to COUNTY's staff, as needed or requested, including detailed information on legislation which has an impact on Seminole County. CONSULTANT shall provide to COUNTY on a continuing basis an analysis and a presentation of any pending legislation and appropriations affecting Seminole County, directly or indirectly.
- CONSULTANT shall provide to the Board of County Commissioners and COUNTY's staff a monthly written report covering the status on issues of interest.
- CONSULTANT shall advocate the positions of Seminole County before federal agencies and the Congress.