

**SEE PAGES 15-21 FOR THE EXECUTED CONTRACT FOR
LOBBYING SERVICES FOR FEDERAL ASSISTANCE, PD 16-17.038**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12466

County Administrator's Report 11. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/18/2017

Issue: Contract Award for Lobbying Services for Escambia County Florida for Federal Assistance

From: Paul Nobles, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

A handwritten signature in black ink, appearing to read "Paul Nobles", is written over the "CAO Approval:" label.

RECOMMENDATION:

Recommendation Concerning Contract Award for Lobbying Services for Escambia County, Florida, for Federal Assistance - Paul Nobles, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the Chairman to sign the Agreement for Federal Lobbying Services between Escambia County, Florida, and Alcalde & Fay, LTD., Inc., per the terms and conditions of PD 16-17.038, Lobbying Services for Escambia County, Florida, for Federal Assistance and the provided Agreement for an annual retainer fee of \$78,000. The retainer fee shall be paid in twelve monthly payments of \$6,500 and up to \$4,000 shall be paid for all annual travel expenses, which shall be reimbursable if pre-approved by the County Administrator or County Attorney.

[Funding: Fund 001, General Fund, Cost Center 110201, Object Code 53101]

BACKGROUND:

The Request for Proposals was advertised on April 21, 2017 in the Pensacola News Journal. Seven firms were notified of the solicitation. Five firms responded to the solicitation on May 22, 2017. The Selection Committee held discussions with all five firms on June 15, 2017. Based on the selection criteria the committee selected Alcalde & Fay, LTD as the best firm able to provide the necessary services.

BUDGETARY IMPACT:

Fund 001 General Fund, Cost Center 110201, Object Code 53101

LEGAL CONSIDERATIONS/SIGN-OFF:

The agreement was prepared by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will facilitate the signing of the agreement and issue the associated Purchase Order.

Attachments

Agreement

Committee Evaluation Forms

Register of Proposers

AGREEMENT FOR FEDERAL LOBBYING SERVICES PD16-17.038

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Alcalde & Fay, LTD., Inc. (hereinafter referred to as "Consultant"), a foreign for profit corporation authorized to conduct business in the State of Florida, whose principal address is 2111 Wilson Boulevard, 8th Floor, Arlington, VA 22201.

WITNESSETH:

WHEREAS, Consultant is a government relations firm representing clients before the United States Congress, congressional committees, federal officials and administrative agencies, and other applicable regulatory bodies; and

WHEREAS, the County requires representation by a professional government relations firm to advance its financial and programmatic needs at the federal level of government.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Consultant and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This agreement shall commence upon the date last executed and continue for a term of one year. Thereafter, the agreement shall automatically renew for two (2) additional one year terms unless either party provides written notice of its intent not to renew no less than thirty (30) days prior to the expiration of the current term.
3. **Scope of Services.** Consultant agrees to provide professional federal lobbyist services where such representation is needed by County, such services including, but not limited to, the scope of services attached hereto as **Exhibit A**. Consultant agrees to use its best efforts in its representation of County. The County acknowledges that Consultant cannot guarantee certain results will be obtained.

Due to the nature of the services to be provided by the Consultant under this Agreement, this agreement, or any interest herein, shall not be assignable under any circumstances without the prior written consent of the County. Consultant agrees that **Mr. F. Marion Turner** shall be the primary lobbyist and designated team leader representing the County, and Mr. Turner shall serve as the County's main point of contact. Consultant agrees to direct questions regarding the County's required services to the County Administrator or County Attorney unless otherwise directed by these individuals.

4. **Compensation.** In exchange for Consultant performing professional lobbyist services, the County agrees to pay Consultant an annual retainer fee of **Seventy Eight Thousand Dollars (\$78,000.00)**. The retainer fee shall be paid in twelve monthly payments of **Six Thousand Five Hundred Dollars (\$6,500.00) Dollars**.

The County agrees to pay Consultant up to **Four Thousand Dollars (\$4,000.00)** for all annual travel expenses, which shall be reimbursable if pre-approved by the County Administrator or County Attorney. Consultant agrees all reimbursable travel expense requests shall comply

and be used in accordance with Chapter 112, Florida Statutes. County reserves the right to audit Consultant's records regarding reimbursable travel expenses upon reasonable notice.

The Parties agree annual fees and expenses for lobbyist services provided under this Agreement shall not exceed a maximum total of **Eighty Two Thousand Dollars (\$82,000.00) Dollars.**

5. **Method of Billing.** Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Consultant within thirty (30) days of receipt and approval of Consultant's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.
6. **Termination.** This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to the Consultant. This Agreement may be terminated for cause or convenience by the Consultant upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Consultant shall be paid for services provided through the date of termination.
7. **Conflict of Interest.** Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.
8. **Indemnification.** Consultant shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement of is committed in the course of performing its lobbying duties hereunder, including but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory or otherwise unlawful under applicable laws and any act or omission relating to Consultant failure to maintain insurance as required in Paragraph 9 or to properly report or pay any applicable federal, state or local fees or taxes.
9. **Insurance.** Consultant shall procure and maintain, at its sole expense, during the term of this Agreement the following insurance:
 - (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
 - (b) Professional Liability with \$1,000,000 per occurrence minimum limits.
 - (c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that if the Consultant consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Consultant agrees all liability coverage shall be through carriers admitted or authorized to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least thirty (30) days prior notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on the policy of commercial general liability. Certificates of Insurance shall be provided to Escambia County, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County described in this section. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. **Notice.** Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Alcalde & Fay, LTD, Inc.
Attention: Marion Turner
2111 Wilson Boulevard, 8th Floor
Arlington, VA 22201

To: Escambia County
Attention: County Administrator
221 Palafox Place
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. **Independent Contractor Status.** In the performance of this Agreement hereunder, Consultant is an independent contractor. Consultant shall not hold itself out as an employee, agent or servant of the County; and Consultant shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. **Public Records.** The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure

that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Consultant and surety, if any, seven days written notice, during which period the Consultant still fails to allow access to such documents, terminate the contract.

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

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

D.B. Underhill, Chairman

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

CONSULTANT: ALCALDE & FAY, LTD, INC.

By: _____

ATTEST: Corporate Secretary

Title: _____

By: _____

Date: _____

(Corporate Seal)

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 7/16/17

EXHIBIT "A"
SCOPE OF SERVICES

The Consultant will represent the Escambia County Board of County Commissioners (County) before the United States Congress, including its committees, and agencies beginning in calendar year 2017. The goal of such representation will be to secure legislation and funding for programs and projects that have been identified by the County as priorities.

Responsibilities:

Explicit responsibilities of the Consultant shall include:

1. The Consultant will communicate and provide a monthly progress report to the County Administrator or designated staff, or the Assistant County Administrator, who will be available to communicate to the Board of County Commissioners' priorities and provide background information and data to assist the Consultant in advancing the County's efforts. Consultant will also alert the County at the earliest time of pending appropriations or actions that will impact the County and its funding posture.
2. To the highest degree possible, the Consultant will represent the County's interest in securing federal assistance for various funding aspects -- including technical assistance, planning and design, infrastructure, and services -- in numerous areas, including, but not limited to, the policy or project request(s) outlined herein.
 - a. Assist in establishing meetings with state legislators, staff or state agency members to facilitate information exchange or soliciting their aid and advice on matters impacting this county.
3. The Consultant shall advocate positions before the United States Congress, its committees, and agencies that are beneficial to Escambia County as well as oppose harmful measures, including, but not limited to, the following:
 - a. Transportation Funding Alternatives
 - b. Economic Development Incentives
 - c. Transit
 - d. Health Insurance
 - e. Other (e.g. grants and/or RESTORE Act related issues)

Revisions:

The County may suggest revisions to this Scope of Services highlighting or de-emphasizing certain priorities or activities, as the County's priorities emerge and new information becomes available.

Specific Performance:

The Consultant must provide the full scope of lobbyist services in representing the County in matters where such representation is needed by County. Specific activities and deliverables by/from the Consultant shall include the following:

1. Communicate directly with the County Administrator, Assistant County Administrator, or their designee to secure sponsors for proposed bills or amendments to federal law.

2. Require discussions with the County's State Lobbyist (including, but not limited to, committee meetings and sessions) where appropriations of importance to Escambia County are being discussed, and request attendance of County staff (County Administrator, Assistant County Administrator, or their designee) when necessary.
3. Attend congressional meetings, when necessary.
4. Provide the County, through the County Administrator, Assistant County Administrator, or designated staff, with a weekly update on issues of importance to the County during sessions including calendars of hearings and meetings discussing County issues, and providing the County with an after-session report.
5. Provide the County, through the County Administrator, Assistant County Administrator, or designated staff, with a monthly summary of appropriations activities on behalf of the County.
6. Travel to Escambia County, as necessary, to consult with County staff and the Board of County Commissioners in the development, review, and follow-up of appropriations issues. Travel will be reimbursed in accordance with Chapter 112, Florida Statutes. (Video and phone conference systems will be utilized to minimize the need for travel.)
7. Pursue major funding opportunities and investigate other opportunities. Consultant shall research and provide information to County on existing and emerging legislation, availability of funding, distribution of funding, techniques to be used by the County to capitalize on opportunities, and examples of successful local government applications.
8. Identify any available criteria for eligibility, which may include replacing or modifying existing requests.
9. Monitor appropriations and forward pertinent information to the County Administrator, Assistant County Administrator, or designated staff on a weekly basis.
10. Explore rollover funding in all programs through the end of the current fiscal year. Even in cases where there are no funds identified or obligated for a specific project or program, the Consultant may recommend submitting a project for review and following the project through the appropriations process to identify potential funding.
11. Demonstrate a keen understanding of County priorities, policy objectives, project merits and supporting data.
12. Research and gather socioeconomic and other information to support the County's interests and heighten the Federal government's awareness that the County has significant and demonstrated needs and, generally, has not historically received its "fair share" of appropriations.
13. With the support and assistance of County staff and the Board of County Commissioners, the Consultant shall utilize vital connections with appropriate federal agencies, elected officials, and staff to secure funding for priority projects identified by the County.

PD 16-17.038, Lobbying Services for Escambia County Florida for Federal Assistance

RESPONSIBILITIES OF THE NEGOTIATION COMMITTEE

A. Upon the opening of the sealed proposal(s), the Negotiation Committee will meet to discuss the proposals in detail. The Negotiations Committee will rank the firms using the criteria on page 8.

B. B. Based on the decision of the Committee, a recommendation will be taken to the Board for a discussion and approval of the retention of a Federal Lobbyist on June 8, 2017.

Selection Criteria

Qualifications	40	_____
Experience	40	_____
Technical Approach	20	_____
Total		

Ranking	Gray Robinson Attorneys at Law	$38/32/05 = 81$
	Merchant McIntyre Associates	$57/38/15 = 88$
	Keller Partners & Company	$38/38/10 = 86$
	Jenkins Hill Consulting, LLC	$36/36/8 = 80$
	ALCROE & FAY	$38/38/15 = 91$
Committee Member	_____	

Notes:

<p>Gray Robinson Attorneys at Law SPEAK TO THEIR COMMUNICATION</p>	<p>LEAD IS INDEPENDENT, COMPLETED PRESENTATION, SUB CONTRACTED, REQUESTS TALKED ABOUT AMTRAC/PORT CITY ISSUES - NO MENTION OLFX/B (SO MENTION LAND CONVEYANCE RESTORE IS A STRENGTH DUE TO SOUTH DAKOTA) & JOHN WAYNE SMITH, RELATIONSHIP W/ SAC INTERVIEW</p>
<p>Merchant McIntyre Associates 35% of money</p>	<p>TOOK GRANT ASSISTANCE WITH FINANCY EDA, INTERIOR - TALKED ABOUT EXPANDING THE GRANTS WE GO AFTER - PUBLIC PRIVATE</p>
<p>Keller Partners & Company public school 30% profit. GENERAL ISSUES NO SPECIFIC CEN 50000000 ON 4 MILL SPEND</p>	<p>STRONG GRANT BACKGROUND CLEAR PRESENTATION THEY WERE COMMITTED TO REPRESENT ANY OTHER MUNICIPALITY IN COUNTY IN FL. PRIVATE PUBLIC PARTNERSHIP GRANTS CONCRETE IN THE EFF INFRASTRUCTURE. - LACK OF KNOWLEDGE OF OLFX/B, ON 2 ANNA HOA ISLAND LAND CONVEYANCE</p>
<p>Jenkins Hill Consulting, LLC GULF ENERGY WELL - THE TRUMP HAS AN IDEA TO MOVE SOME RESTORE MONEY TO TREATORY REPRESENTS 30% ONLY</p>	<p>FLORIDA - ISSUES EARL MAKES - DOESN'T REPRESENT ANY MUNICIPALITY/COUNTY IN FLORIDA. MODELS OF GRANT WRITING FROM OUT OF TOWN/ THEY FARM GRANTS OUT, FLOOD INSURANCE AND LAND TRANSFER, ECONOMIC DEVELOPMENT. FEELS THAT MARION HAS A COMPETITIVE EDGE TO OTHER FL MUNICIPALITIES/COUNTIES</p>
<p>ALCROE & FAY FAST LANG GRANTS NOT JUST TIGER 75% public</p>	<p>TOTALLY PARTICULAR W/ LAND CONVEYANCE AS WELL AS OLFX/B, WE WANT GRANTS & MAKE TRAIL STEP BY STEP ON GRANTS & HELP DEVELOP BUDGETS FOR GRANTS & PUBLIC WORKS. NEED TO BE ABLE TO GET FEDERAL LEGISLATION INSTEAD OF BAR 11-14</p>

NBC
ALCROE
OLF-X
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**PD 16-17.038, Lobbying Services for Escambia County Florida for Federal Assistance
RESPONSIBILITIES OF THE NEGOTIATION COMMITTEE**

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B. Based on the decision of the Committee, a recommendation will be taken to the Board for a discussion and approval of the retention of a Federal Lobbyist on June 8, 2017.

Selection Criteria

Qualifications	40	_____
Experience	40	_____
Technical Approach	20	_____

Total

Ranking

- Gray Robinson Attorneys at Law
- Merchant McIntyre Associates
- Alcalde & Fay, LTD, Inc.
- Keller Partners & Company
- Jenkins Hill Consulting, LLC

QIET

<u>30</u> <u>30</u> <u>10</u> = 70
<u>37</u> <u>38</u> <u>18</u> = 93
<u>35</u> <u>40</u> <u>19</u> = 97
<u>30</u> <u>36</u> <u>14</u> = 80
<u>35</u> <u>37</u> <u>18</u> = 90

Committee Member

Ang Leroy

Notes:

Gray Robinson Attorneys at Law	
Merchant McIntyre Associates	
Alcalde & Fay, LTD, Inc.	
Keller Partners & Company	
Jenkins Hill Consulting, LLC	

PD 16-17.038, Lobbying Services for Escambia County Florida for Federal Assistance
RESPONSIBILITIES OF THE NEGOTIATION COMMITTEE

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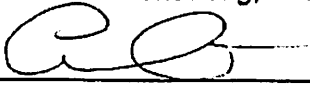
Selection Criteria

Qualifications	40	_____
Experience	40	_____
Technical Approach	20	_____

Total

Ranking	Gray Robinson Attorneys at Law	<u>3</u>
	Merchant McIntyre Associates	<u>2</u>
	Alcalde & Fay, LTD, Inc.	<u>1</u>
	Keller Partners & Company	<u>4</u>
	Jenkins Hill Consulting, LLC	<u>5</u>

Committee Member



Notes:

<p>Gray Robinson Attorneys at Law</p> <p>$38 + 35 + 15 = 88$</p> <p style="text-align: center;">↓ convoluted</p>	<ul style="list-style-type: none"> • high cost and exclusive of costs • low % of clients public sector (15 to 30%) • not familiar with fee simple bill or OLF-X • joint venture structure convoluted • Is big name brand firm but relying on relationships 	<p>(not prepared)</p>
<p>Merchant McIntyre Associates</p> <p>$38 + 37 + 19 = 94$</p>	<ul style="list-style-type: none"> • low cost and inclusive of most costs • some familiarity w/ fee simple bill and less so with OLF-X • 35% public clients • concentration on grant writing 	<p>relationships</p>
<p>Alcalde & Fay, LTD, Inc.</p> <p>$38 + 39 + 19 = 96$</p>	<ul style="list-style-type: none"> • cost is good - not lowest • intimate knowledge fee simple bill and has a plan; OLF-X - not much can be done • grant writing wld be included (limited previously) • 75% public sector 	<p>previously</p>
<p>Keller Partners & Company</p> <p>$35 + 30 + 15 = 80$</p> <p>for the presentation but not our needs</p>	<ul style="list-style-type: none"> • well-prepared and low cost (well, squirrely on fee) • addressed conflicts and ethics • nonprofits 100% / 30% public sector • clueless on our issues and <u>only</u> wants to address broadband 	<p>public sector client</p>
<p>Jenkins Hill Consulting, LLC</p> <p>$35 + 32 + 10 = 77$</p>	<ul style="list-style-type: none"> • previous billing issue • BRAC/military issue big • previous lobbyist for County • cost good • mentioned ethics • only one other from Escambia City 	<p>public sector client</p>

• knows SRIA issue but not OLF-X

REVISED
REGISTER OF PROPOSALS

Solicitation #PD 16-17.038, Lobbying Services for Escambia County, FL for Federal Assistance

RFP Due Date & Time: Monday, May 22, 2017 @ 4:00 p.m. CDT

COMPANY NAME	PHONE NUMBER	EMAIL ADDRESS	CONTACT PERSON
Gray Robinson Attorneys at Law	407.843.8880	chris.dawson@gray-robinson.com	Christopher T. Dawson
Merchant McIntyre Associates	202.657.7556	mmcintyre@merchantmcintyre.com	Mark D. McIntyre
Keller Partners & Company	202.207.1145	tkeller@kellerpartnersco.com	Thomas C. Keller
Jenkins Hill Consulting, LLC	202.544.7990	info@jenkinshillconsulting.com	Scott Barnhart
Alcalde & Fay, LTD., Inc.	703-841-0626	turner@alcalde-fay.com	F. Marion Turner
SUBMITTALS RECEIVED BY: Paul R. Nobles, Senior Purchasing Coordinator DATE: May 22, 2017			
WITNESSED BY Jeffrey Lovingood DATE: May 22, 2017			

Posted 5/22/2017 @ 4:00p.m., CDT
Revised Posting 6/19/2017 @ 9:00 a.m. CDT

PRN/jl
ARN


7/18/2017 CAR II-14

AGREEMENT FOR FEDERAL LOBBYING SERVICES PD16-17.038

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Date: 8/24/2017 Verified By: S. Carver

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6. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to the Consultant. This Agreement may be terminated for cause or convenience by the Consultant upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Consultant shall be paid for services provided through the date of termination.

7. Conflict of Interest. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

8. Indemnification. Consultant shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing its lobbying duties hereunder, including but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory or otherwise unlawful under applicable laws and any act or omission relating to Consultant failure to maintain insurance as required in Paragraph 9 or to properly report or pay any applicable federal, state or local fees or taxes.

9. Insurance. Consultant shall procure and maintain, at its sole expense, during the term of this Agreement the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
- (b) Professional Liability with \$1,000,000 per occurrence minimum limits.
- (c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that if the Consultant consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Consultant agrees all liability coverage shall be through carriers admitted or authorized to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least thirty (30) days prior notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on the policy of commercial general liability. Certificates of Insurance shall be provided to Escambia County, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County described in this section. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. **Notice.** Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Alcalde & Fay, LTD, Inc.
Attention: Marion Turner
2111 Wilson Boulevard, 8th Floor
Arlington, VA 22201

To: Escambia County
Attention: County Administrator
221 Palafox Place
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. **Independent Contractor Status.** In the performance of this Agreement hereunder, Consultant is an independent contractor. Consultant shall not hold itself out as an employee, agent or servant of the County; and Consultant shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. **Public Records.** The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure

that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Consultant and surety, if any, seven days written notice, during which period the Consultant still fails to allow access to such documents, terminate the contract.

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

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

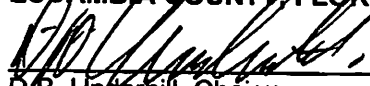
16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

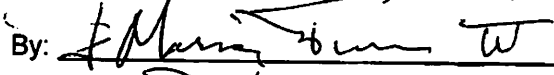


D.B. Underhill, Chairman

BCC Approved: 07-18-2017

Date Executed
8/24/2017

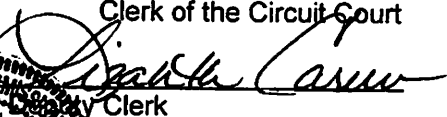
CONSULTANT: ALCALDE & FAY, LTD, INC.

By: 

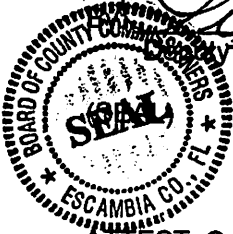
Title: Partner

Date: 8-10-2017

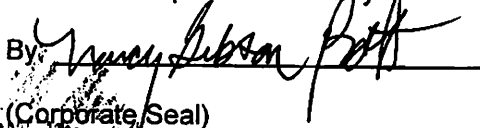
ATTEST: PAM CHILDERS
Clerk of the Circuit Court



Clerk



ATTEST: Corporate Secretary

By: 

(Corporate Seal)



Approved as to form and legal
sufficiency:

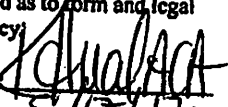
By/Title: 
Date: 8/17/17

EXHIBIT "A"
SCOPE OF SERVICES

The Consultant will represent the Escambia County Board of County Commissioners (County) before the United States Congress, including its committees, and agencies beginning in calendar year 2017. The goal of such representation will be to secure legislation and funding for programs and projects that have been identified by the County as priorities.

Responsibilities:

Explicit responsibilities of the Consultant shall include:

1. The Consultant will communicate and provide a monthly progress report to the County Administrator or designated staff, or the Assistant County Administrator, who will be available to communicate to the Board of County Commissioners' priorities and provide background information and data to assist the Consultant in advancing the County's efforts. Consultant will also alert the County at the earliest time of pending appropriations or actions that will impact the County and its funding posture.
2. To the highest degree possible, the Consultant will represent the County's interest in securing federal assistance for various funding aspects -- including technical assistance, planning and design, infrastructure, and services -- in numerous areas, including, but not limited to, the policy or project request(s) outlined herein.
 - a. Assist in establishing meetings with state legislators, staff or state agency members to facilitate information exchange or soliciting their aid and advice on matters impacting this county.
3. The Consultant shall advocate positions before the United States Congress, its committees, and agencies that are beneficial to Escambia County as well as oppose harmful measures, including, but not limited to, the following:
 - a. Transportation Funding Alternatives
 - b. Economic Development Incentives
 - c. Transit
 - d. Health Insurance
 - e. Other (e.g. grants and/or RESTORE Act related issues)

Revisions:

The County may suggest revisions to this Scope of Services highlighting or de-emphasizing certain priorities or activities, as the County's priorities emerge and new information becomes available.

Specific Performance:

The Consultant must provide the full scope of lobbyist services in representing the County in matters where such representation is needed by County. Specific activities and deliverables by/from the Consultant shall include the following:

1. Communicate directly with the County Administrator, Assistant County Administrator, or their designee to secure sponsors for proposed bills or amendments to federal law.

2. Require discussions with the County's State Lobbyist (including, but not limited to, committee meetings and sessions) where appropriations of importance to Escambia County are being discussed, and request attendance of County staff (County Administrator, Assistant County Administrator, or their designee) when necessary.
3. Attend congressional meetings, when necessary.
4. Provide the County, through the County Administrator, Assistant County Administrator, or designated staff, with a weekly update on issues of importance to the County during sessions including calendars of hearings and meetings discussing County issues, and providing the County with an after-session report.
5. Provide the County, through the County Administrator, Assistant County Administrator, or designated staff, with a monthly summary of appropriations activities on behalf of the County.
6. Travel to Escambia County, as necessary, to consult with County staff and the Board of County Commissioners in the development, review, and follow-up of appropriations issues. Travel will be reimbursed in accordance with Chapter 112, Florida Statutes. (Video and phone conference systems will be utilized to minimize the need for travel.)
7. Pursue major funding opportunities and investigate other opportunities. Consultant shall research and provide information to County on existing and emerging legislation, availability of funding, distribution of funding, techniques to be used by the County to capitalize on opportunities, and examples of successful local government applications.
8. Identify any available criteria for eligibility, which may include replacing or modifying existing requests.
9. Monitor appropriations and forward pertinent information to the County Administrator, Assistant County Administrator, or designated staff on a weekly basis.
10. Explore rollover funding in all programs through the end of the current fiscal year. Even in cases where there are no funds identified or obligated for a specific project or program, the Consultant may recommend submitting a project for review and following the project through the appropriations process to identify potential funding.
11. Demonstrate a keen understanding of County priorities, policy objectives, project merits and supporting data.
12. Research and gather socioeconomic and other information to support the County's interests and heighten the Federal government's awareness that the County has significant and demonstrated needs and, generally, has not historically received its "fair share" of appropriations.
13. With the support and assistance of County staff and the Board of County Commissioners, the Consultant shall utilize vital connections with appropriate federal agencies, elected officials, and staff to secure funding for priority projects identified by the County.