

SAMPLE CONTRACT
Subject to change upon award.

LEGISLATIVE LOBBYING SERVICES
Contract #26-545

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and [Entity Name], a [Entity Type], its successors and/or assigns (the CONSULTANT), (each a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, the COUNTY publicly submitted Request for Proposal (RFP) #26-545 seeking firms or individuals qualified to provide governmental relations, legislative advocacy and related professional services on behalf of the COUNTY; and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the Parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants, and payment set forth in this Agreement, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE 1. LEGAL FINDINGS.

1.1 Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

ARTICLE 2. PURPOSE.

2.0 Purpose. The purpose of this Agreement is for the CONSULTANT to provide governmental relations, legislative advocacy and related professional services in conjunction with the COUNTY’S needs and as detailed in the Scope of Services, attached hereto and incorporated herein as **Exhibit A (Composite)** (“the Service”).

ARTICLE 3. SCOPE OF SERVICES.

3.1 Scope.

A. On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONSULTANT and CONSULTANT agrees to provide all labor, materials, and equipment to complete the Service, as more specifically described in the Scope of Services, as modified or clarified by any addendums, attached hereto and incorporated herein as **Exhibit A (Composite)**. It is understood that the Scope of Services may be modified by change order or written Amendment, as applicable, as the Service progresses, but to be effective and binding, any such agreement must be in writing, executed by the Parties, and in accordance with the COUNTY’S Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONSULTANT upon request.

B. Services provided by CONSULTANT under this Agreement will be provided to COUNTY on an as-needed basis.

C. The CONSULTANT shall give the work the attention necessary to ensure the scheduled progress and shall cooperate fully with the COUNTY and with other CONSULTANT'S on the job site. All work must be done in accordance with the contract documents. The CONSULTANT shall furnish the COUNTY with every reasonable accommodation for ascertaining whether the work performed is in accordance with the requirements and intent of the contract documents.

D. The CONSULTANT will be solely responsible for all means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the work under the contract documents.

3.2 **Effective Date and Term.**

A. This Agreement will be effective upon the first day of the next calendar month after approval by the Lake County Board of County Commissioners (the "Effective Date").

B. The Term of this Agreement will be for an initial one (1) year term with the option for two (2) subsequent two (2) year renewal terms. Renewals are contingent upon written mutual agreement of the Parties. CONSULTANT shall maintain, for the entirety of the stated additional period(s), if any, the same prices, terms, and conditions included within this Agreement. Continuation of this Agreement beyond the initial period is a prerogative of the COUNTY and not a right of CONSULTANT. This prerogative may be exercised only when such continuation is in the best interest of the COUNTY. The terms and conditions of this Agreement shall remain in effect until completion of all express- and implied-warranty periods. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at the time of solicitation.

3.3 **Continuation of Work.** Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between the COUNTY and CONSULTANT, continue until completion at the same prices, terms and conditions.

3.4 **Contract Extension.** The COUNTY has the unilateral option to extend this Agreement for up to ninety (90) calendar days beyond the current term of the Agreement. In such event, the COUNTY will notify the CONSULTANT in writing of such extensions. The Agreement be extended beyond the initial ninety (90) day extension upon mutual agreement between the COUNTY and the CONSULTANT

3.5 **Open Quantity Contract.** CONSULTANT acknowledges and agrees that this Agreement is an open quantity contract. The COUNTY does not guarantee to CONSULTANT any minimum or maximum amount of work throughout the term of this Agreement. Furthermore, CONSULTANT agrees and acknowledges that in the event CONSULTANT cannot meet the COUNTY'S specifications including, but not limited to, time for completion, that the COUNTY reserves the sole right to utilize other consultants or firms or to procure needed services separately utilizing the COUNTY'S procurement procedures.

3.6 **Licenses and Permits.** CONSULTANT will be solely responsible for obtaining all necessary approvals and permits to complete the service, unless specifically agreed otherwise in the Scope of Services. The CONSULTANT shall remain appropriately licensed throughout the course of the Service and maintain at least the minimum thresholds of education and professional experience required to perform the services required under this Agreement. If the CONSULTANT employs the services of a subconsultant, the

CONSULTANT shall ensure that any subconsultant is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the COUNTY or CONSULTANT for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONSULTANT.

3.7 Ownership of Deliverables. Upon completion of and payment for a task, CONSULTANT agrees all tasks and deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT will be and remain the property of COUNTY. CONSULTANT will perform any acts that may be deemed necessary or desirable by COUNTY to transfer ownership of all tasks and deliverables to COUNTY at COUNTY'S expense. CONSULTANT represents that it has full right and authority to perform its obligations under this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in each project-specific work assignment under this Agreement. COUNTY'S alteration of CONSULTANT'S work product or use by COUNTY for any other purpose is at COUNTY'S sole risk.

3.8 Accident Notification. If in the course of completing work as part of this Agreement there is any accident, including accidents which involve the public, the CONSULTANT shall, as soon as possible, inform the COUNTY of the incident by telephone. The CONSULTANT shall follow up in writing within two (2) business days of the incident. If law enforcement was involved and has written a report, the CONSULTANT shall forward a copy of the report to the COUNTY.

3.9 State Funding – Employment of State Residents. CONSULTANT acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if assignment to CONSULTANT is being supported in whole or in part by State funding CONSULTANT will give preference to the employment of state residents in the performance of the work if state residents have substantially equal qualifications to those of non-residents. If CONSULTANT is required to employ state residents, CONSULTANT will contact the Department of Commerce to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner that would conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

3.10 CONSULTANT Personnel / Team Composition.

A. The CONSULTANT shall ensure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily and to operate any equipment involved and must make due and proper effort to execute the work in the manner prescribed in the Agreement documents.

B. CONSULTANT agrees that each person listed or referenced in CONSULTANT'S proposal package provided in response to #26-545 shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature, in which case CONSULTANT must be able to promptly provide a qualified replacement. In the event CONSULTANT desires to substitute personnel, CONSULTANT shall propose a person with equal or higher qualifications; each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement. A list of CONSULTANT'S Key

Personnel/Team Composition under this Agreement is attached hereto and incorporated herein as part of **Exhibit B (Composite)**.

C. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONSULTANT fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due or may suspend the work with approval of the COUNTY until such orders are complied with.

D. E-Verify. CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by CONSULTANT during the term of this Agreement. CONSULTANT shall include in all contracts with subconsultants performing work pursuant to any contract arising from this Agreement an express requirement that the subconsultants utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

E. Drug and Alcohol Prohibition. No alcoholic beverages or drugs are permitted. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

F. Dress Code & Identification. The CONSULTANT shall maintain a dress code for their employees with a minimum of shirts, pants, and work shoes/boots, in decent condition, at all times while the work is being performed. CONSULTANT'S employees must wear identification.

G. Documentation. If required by the COUNTY for the Service, the CONSULTANT shall provide the COUNTY'S Project Manager with all requested documentation for all personnel, subconsultants, and representatives of the CONSULTANT that will be utilized for the Service. Documentation must be provided within five (5) working days of the request and must be submitted electronically in PDF format. This information must also be provided when new personnel, subconsultants, and representatives of the CONSULTANT are hired at any time during the contract period for the Service.

3.11 Subconsultants. CONSULTANT will be fully responsible to the COUNTY for the acts and omissions of the CONSULTANT'S subconsultants and of persons either directly or indirectly employed by them. Subcontracting without the prior consent of COUNTY may result in termination of the Agreement for default.

3.12 Conditions. The CONSULTANT acknowledges that it has sufficient understanding of the nature and conditions of the work. Any failure by the CONSULTANT to acquaint itself with any aspect of the work or with any of the applicable conditions will not relieve the CONSULTANT from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor will it be considered a basis for any claim for additional time or compensation. The COUNTY assumes no responsibility for any conclusions or interpretations made by the CONSULTANT on the basis of the information made available by the COUNTY.

3.13 Intent of the Contract Documents. Intentionally Deleted.

3.14 Errors and Omissions. The CONSULTANT shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the

CONSULTANT shall immediately notify the COUNTY in writing of such errors or omissions. In the event the CONSULTANT knows or should have known of any error or omission and failed to provide such notification, the CONSULTANT will be deemed to have waived any claim for increased time or compensation the CONSULTANT may have had, and the CONSULTANT will be responsible for the results and the costs of rectifying any such error or omission.

ARTICLE 4. PAYMENT.

4.1 Compensation. COUNTY agrees to compensate CONSULTANT for services provided under this Agreement as set forth in **Exhibit A**, the amount of \$ _____ **per month**. This rate shall prevail for the full duration of this Agreement and any renewals thereof. The monthly fee shall encompass any and all costs, travel, overhead, salary, benefits, legal assistant's time, postage, and other costs. In no event shall the CONSULTANT bill for any mileage, meals, or research costs, such as use of Lexis or Westlaw databases. The CONSULTANT shall submit invoices to the COUNTY on a monthly basis and shall be paid in accordance with the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

4.2 Improper Payment Requests and Invoice Disputes. Improper payment requests or invoices submitted by the CONSULTANT shall be resolved as provided for in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

ARTICLE 5. COUNTY RESPONSIBILITIES.

5.1 COUNTY shall pay in accordance with the provisions set forth in this Agreement.

5.2 COUNTY retains the right to inspect all work to verify compliance with the contract documents. COUNTY will promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed.

5.3 COUNTY shall designate one COUNTY staff member to act as COUNTY'S Project Manager on a Project basis. It is agreed to by the Parties that the COUNTY'S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation and fulfillment of the Scope of Services, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of this agreement. The COUNTY'S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials/equipment furnished or utilized to provide the Service.

ARTICLE 6. GENERAL TERMS AND CONDITIONS.

6.1 Termination.

A. Termination for Convenience. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other Party; but if any service or task under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. This Agreement may be terminated by the COUNTY due to the CONSULTANT'S breach of a material term of this Agreement, but only after the COUNTY has provided CONSULTANT with ten (10) calendar days' written notice for the CONSULTANT to cure the breach and the CONSULTANT'S failure to cure the breach within that ten (10) day time period; but, if any work, service, or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted. Termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled, and CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

6.2 Assignment of Agreement. This Agreement shall not be assigned or sublet except with the written consent of the COUNTY. No such consent shall be construed as making the COUNTY a party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subconsultant. No assignment or subcontract shall under any circumstances relieve CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONSULTANT. In the event CONSULTANT is acquired as a whole or in part by another entity, including any takeovers effected by a stock buyout, or similar acquisition process, CONSULTANT shall notify the COUNTY immediately, and in no case more than thirty (30) days after the effective date of the acquisition. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY'S approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Failure to submit timely notification to the COUNTY may result in a material breach of this Agreement and termination by the COUNTY or assessment of a processing fee.

6.3 Insurance. CONSULTANT will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated in **Exhibit C**, attached hereto and incorporated herein by reference.

6.4 Indemnification. To the extent permitted by law, the CONSULTANT shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the CONSULTANT or its employees, agents, servants, partners, principals or subconsultants. The CONSULTANT shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified Party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

6.5 Non-Collusion. CONSULTANT, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the COUNTY were arrived at independently, without collusion, communication, or agreement, for the purpose of restricting competition with any other consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid. Should the COUNTY, at any time during the term of this Agreement, become aware of collusive acts by the CONSULTANT in submitting their bid, the COUNTY reserves the right to terminate this Agreement without cost or penalty to the COUNTY.

6.6 Prohibition against contingent fees. CONSULTANT, by entering this Agreement, warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that they have 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 consideration contingent upon or resulting from the award or making of this Agreement.

6.7 Contracting with County Employees. Any COUNTY employee or immediate family member seeking to contract with the COUNTY shall seek a conflict-of-interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the COUNTY and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract. Failure to disclose any conflicts of interest may result in termination of this Agreement.

6.8 Conflict of Interest. CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONSULTANT conducted here and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

6.9 State Registration Requirements. CONSULTANT shall be registered with the Florida Department of State in accordance with the provisions of the Florida Business Corporation Act, Chapter 607, Florida Statutes.

6.10 Subcontracting. CONSULTANT shall not subcontract any portion of the work without the prior written consent of the COUNTY. Subcontracting without the prior consent of the COUNTY may result in termination of the Agreement for default.

6.11 Disadvantaged Businesses. The COUNTY has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The COUNTY encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

6.12 Additional Services & Non-Exclusivity. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right

to award any additional services to the CONSULTANT or to acquire the items from another vendor through a separate solicitation. COUNTY reserves the right to perform, or cause to be performed, all or any of the work and services described in this Agreement in the manner deemed to represent its best interests. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services provided under the Agreement.

6.13 Accuracy. CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the Services furnished under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies resulting from the Services provided in this Agreement. Any reperformance or revisions shall be made within thirty (30) calendar days after such errors or non-conformances are reported by the COUNTY.

6.14 Certificate of Competency, Licensure, Permits, and Fees.

A. CONSULTANT shall, at the time it submits any offer to COUNTY in response to a solicitation and for the duration of this Agreement hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying CONSULTANT to perform the Service under this Agreement. If work for other trades is required and such work will be performed by subconsultants hired by CONSULTANT, CONSULTANT shall provide COUNTY each subconsultant's applicable Certificate of Competency/license.

B. CONSULTANT will be solely responsible for obtaining all necessary approvals and permits to complete the service, unless specifically agreed otherwise in the Scope of Services. The CONSULTANT shall remain appropriately licensed throughout the course of the Service. If the CONSULTANT employs the services of a subconsultants, the CONSULTANT shall ensure that any subconsultant is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the COUNTY or CONSULTANT for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONSULTANT.

C. CONSULTANT shall maintain sufficient financial support and organization to ensure satisfactory delivery of the Services provided under this Agreement. In the event CONSULTANT subcontracts any part of its work or will obtain the goods specifically offered under this Agreement from another source of supply, CONSULTANT is responsible for verifying the competency of its subconsultant or supplier.

6.15 Independent Contractor. CONSULTANT, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. CONSULTANT will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY.

6.16 Responsibility as Employer. CONSULTANT shall provide employees capable of performing the work as required. The COUNTY may require the CONSULTANT to remove any employee it deems unacceptable. All employees of the CONSULTANT may be required to wear appropriate identification.

6.17 Retaining Other Consultants. Nothing in this Agreement will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services

as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

6.18 Fraud, misrepresentation, and material misstatements. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.19 Right to Audit. The COUNTY reserves the right to require the CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. The CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>, whichever is longer. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

A. If the CONSULTANT provides technology services, the CONSULTANT must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONSULTANT'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONSULTANT.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit must be reimbursed to the COUNTY by the CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY'S audit findings to the CONSULTANT.

This provision is hereby considered to be included within, and applicable to, any subconsultant contract entered into by the CONSULTANT in performance of any work under this Agreement.

6.20 Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT will maintain the files and papers for not less than five (5) complete calendar years after the Service has been completed or terminated, or in accordance with any grant

requirements, whichever is longer. Prior to the close out of this Agreement, the CONSULTANT will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY.

B. Pursuant to Section 119.0701, Florida Statutes, CONSULTANT will comply with the Florida Public Records' laws, and will:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.
2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the COUNTY.
4. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If CONSULTANT transfers all public records to the COUNTY upon completion of the contract, CONSULTANT will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Agreement, CONSULTANT will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONSULTANT shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local

Government Agencies, a copy of which can be found at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>. If CONSULTANT receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONSULTANT shall continue to maintain all service records until final resolution of the dispute or litigation.

6.21 Confidential and/or Exempt Information. CONSULTANT must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Service. Upon completion of the Service, CONSULTANT will return to COUNTY all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. CONSULTANT will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed.

6.22 Copyrights. Any copyright derived from this Agreement will belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in its best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable will be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

The COUNTY owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or CONSULTANT to use or display COUNTY'S Intellectual Property. Use of any COUNTY Intellectual Property requires express written consent from the COUNTY.

6.23 Sovereign Immunity. COUNTY expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of COUNTY beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third-party for the purpose of allowing any claim against COUNTY, which would otherwise be barred under the law.

6.24 Compliance with Federal Standards. All items to be purchased under a contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

6.25 Force Majeure. The Parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other Party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

6.26 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings,

manuals, computer software, and other documents or materials pertaining to the services under this Agreement, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement.

6.27 Public Entity Crimes. Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONSULTANT, supplier, subconsultant, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6.28 Florida Convicted/Suspended Vendor Lists. By executing this Agreement CONSULTANT affirms that it is not currently listed on the Florida Department of Management Services Convicted Vendor (Section 287.133, Florida Statutes) or Suspended Vendor (Section 287.1351, Florida Statutes) Lists.

6.29 Discriminatory Vendor List (State funded projects). As provided by Section 287.134, Florida Statutes, a CONSULTANT who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONSULTANT, supplier, subconsultant, or consultant under a contract with any public entity; and may not transact business with any public entity. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Discriminatory Vendor List and will ensure that any subconsultants retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

6.30 Antitrust Violator Vendor List (State funded projects). As provided by Section 287.137, Florida Statutes, a CONSULTANT who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a CONSULTANT, supplier, subconsultant, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Antitrust Violator Vendor List and will ensure that any subconsultants retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.

6.31 Foreign gifts and contracts. Pursuant to Section 286.101, Florida Statutes, CONSULTANT shall disclose to the COUNTY any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONSULTANT'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. The COUNTY may request records relevant

to a reasonable suspicion that a disclosure has not been made and the CONSULTANT shall provide the required records within thirty (30) days of the COUNTY making such request, or at a later time as agreed to by the Parties.

6.32 Contracting with foreign entities of concern. Pursuant to Section 287.138, Florida Statutes, for contracts where CONSULTANT may have access to personal identifying information, CONSULTANT certifies to the COUNTY by submitting its bid that (1) CONSULTANT is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in CONSULTANT; and (3) CONSULTANT is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

6.33 Social, political, or ideological interests. Per Section 287.05701, Florida Statutes, the COUNTY will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

6.34 Net Zero Polices. Per Section 377.816, Florida Statutes, COUNTY does not provide purchasing or procurement preferences to vendors on the basis of any net zero policy adopted by vendor nor the fuel source utilized by, or in the production of, any such goods provided by vendor.

6.35 Certification Regarding Scrutinized Companies. By executing this Agreement, CONSULTANT hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. CONSULTANT further understands that any contract with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

CONSULTANT, by entering this Agreement, hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONSULTANT further understands that any contract with the COUNTY for goods or services of \$1 million or more may be terminated at the option of the COUNTY if the CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

6.36 Anti-Trafficking Related Activities. The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit CONSULTANT, CONSULTANT

employees, and their agents from: (1) Engaging in severe forms of trafficking in persons during the period of performance of the contract; (2) Procuring commercial sex acts during the period of performance of the contract; (3) Using forced labor in the performance of the contract; (4) Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority; (5) Using misleading or fraudulent practices during the recruitment of employees; (6) Charging employees or potential employees recruitment fees; (7) Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees; (8) Providing or arranging housing that fails to meet the host country housing and safety standards; or (9) Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

6.37 Compliance with Human Trafficking Laws. Per Section 787.06, Florida Statutes, the Florida Legislature has enacted laws to prevent and prosecute human trafficking. CONSULTANT agrees to comply with laws related to human trafficking and has provided the COUNTY with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with human trafficking laws.

6.38 State Forest Products. Pursuant to Section 255.20(3), Florida Statutes, contracts for the construction of public works, such as public bridges, buildings, and other structures, must utilize lumber, timber, and other forest products produced and manufactured in this state, if wood is a component of the public work, and if such products are available and their price, fitness, and quality are equal. This requirement does not apply: (i) to plywood specified for monolithic concrete forms; (ii) if the structural or service requirements for timber for a particular job cannot be supplied by native species; (iii) if the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture; or (iv) to transportation projects for which federal aid funds are available.

6.39 ADA Requirements. CONSULTANT shall ensure that all deliverables, including without limitation websites, web applications, mobile applications, software, electronic documents, multimedia content, digital platforms, and any related user interfaces or content made available to end users by CONSULTANT for use by COUNTY under this Agreement, are Accessible and comply with all aspects of both the Americans with Disabilities Act (ADA) and WCAG (Web Content Accessibility Guidelines) 2.1 Level AA, as amended. This includes, but is not limited to, providing alternative text for images, ensuring that all interactive elements are navigable via keyboard, and providing captions for all video content. CONSULTANT shall promptly remediate any nonconformance discovered or reported, at no additional cost to COUNTY. This duty to remediate at CONSULTANT'S cost shall survive the termination of this Agreement. Failure to comply with the ADA, WCAG, and these requirements may result in the termination of this Agreement and CONSULTANT being held liable for any damages or costs incurred by COUNTY as a result of non-compliance, including reasonable attorney's fees whether suit be brought or not.

6.40 Prohibition on Contracting with Terrorist Organizations. Per Section 943.03102(4)(b), Florida Statutes, the Florida Legislature has enacted laws to prohibit contracting with foreign or domestic terrorist organizations as published in the Florida Administrative Register. CONSULTANT agrees to comply with laws related to designated domestic or foreign terrorist organizations and is responsible for ensuring that any of CONSULTANT'S counterparties, subconsultants, owners, and affiliates engaged or proposed to be engaged under this Agreement are not designated as domestic or foreign terrorist organizations. CONSULTANT has provided COUNTY with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with state terrorism law.

6.41 Compliance with 8 USC 1621. CONSULTANT acknowledges that the State of Florida has not “opted out” of 8 USC 1621 and agrees that if CONSULTANT is provided a grant of public funds from COUNTY, use of said public funds will comply with 8 USC 1621. CONSULTANT has provided COUNTY with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with federal law.

6.42 Prohibition Related to Diversity, Equity, and Inclusion. Per Section 287.139, Florida Statutes, the Florida Legislature has enacted laws prohibiting the use of public funds for requiring its employees, consultants, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in ss. 125.595(1) (“DEI”). CONSULTANT agrees to comply with laws related to use of public funds for DEI related activities; CONSULTANT has provided COUNTY with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with state terrorism law.

6.43 Contracts for Goods or Services Related to Emergency Response (Section 252.505, Florida Statutes). To the extent applicable to this Agreement, in addition to any liquidated damages provisions which may be included herein and without waiving any legal and equitable remedies available to COUNTY, in the event of a breach of this Agreement by CONSULTANT during an “emergency recovery period,” CONSULTANT shall also be required to pay COUNTY a \$5,000 statutory penalty for each breach of this Agreement, pursuant to Section 252.505, Florida Statutes. The term “emergency recovery period” means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency.

ARTICLE 7. MISCELLANEOUS PROVISIONS.

7.1 Governing Law, Venue, and Waiver of Jury Trial. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. THE CONSULTANT, BY ENTERING INTO THIS AGREEMENT, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

7.2 Captions. The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

7.3 Binding Agreement. This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.4 Written Amendment Required. This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the Parties.

7.5 No Waiver. The failure of any party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

7.6 Civil Rights Act. During the term of this Agreement the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights

Act of 1992, in that the CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the CONSULTANT'S employees or applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.7 Compliance with Applicable Laws. The CONSULTANT must at all times comply with all Federal, State and local laws, rules and regulations.

7.8 Construction of Agreement. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

7.9 Severability. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement must be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.10 Notices.

A. Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to CONSULTANT:

[VENDOR NAME]

[ADDRESS 1]

[ADDRESS 2]

With a copy to:

If to COUNTY:

Lake County Manager

315 West Main Street

P.O. Box 7800

Tavares, Florida, 32778

With a Copy to:

Lake County Attorney

315 West Main Street, Suite 335

P.O. Box 7800

Tavares, Florida 32778

B. All Notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States Mail, return receipt requested, (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

D. Each Party may change its mailing address by giving to the other Party, by hand delivery, United States registered or certified mail, notice of election to change such address.

ARTICLE 8. SCOPE OF AGREEMENT.

8.1 This Agreement is intended by the Parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement will need to be added via written addendum.

8.2 This Agreement includes the following exhibits, all of which are incorporated in this Agreement:

- Exhibit A (Composite).....Scope of Services, Addenda, Submittal Forms (--- pages).
- Exhibit B (Composite)Pricing Schedule & Team Composition (--- pages).
- Exhibit CInsurance Requirements (2 pages).

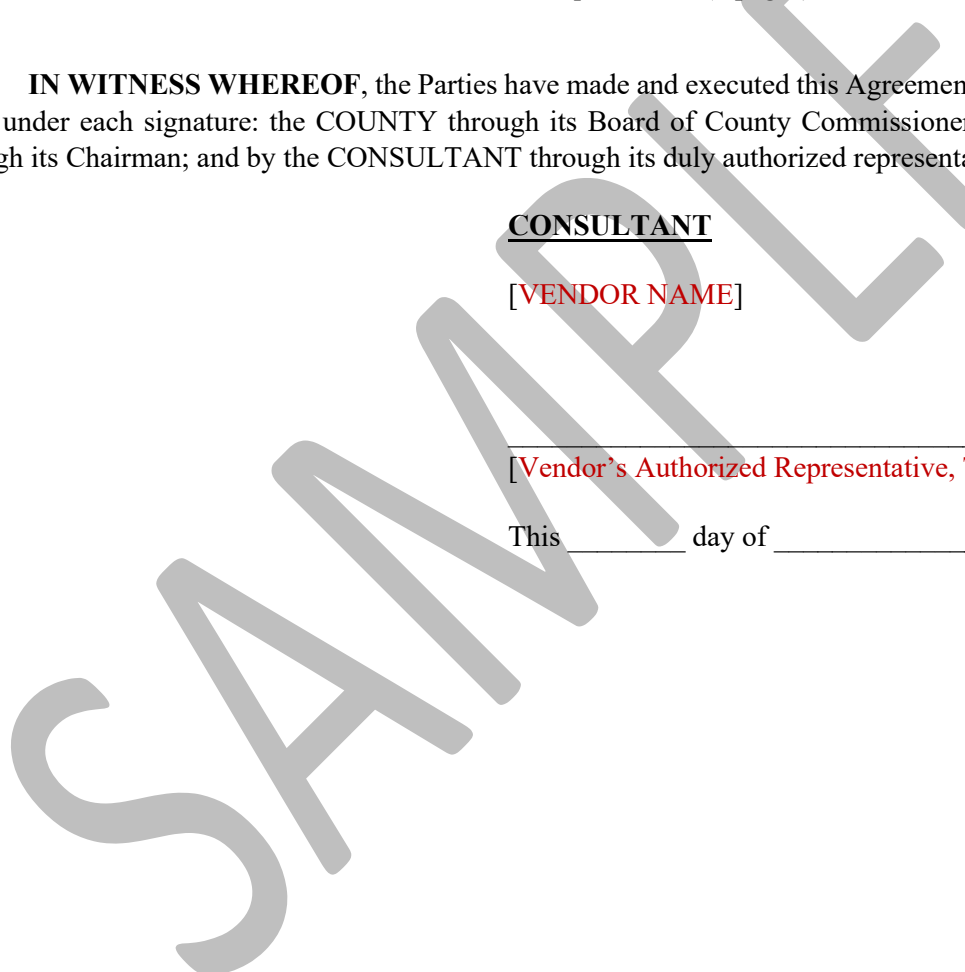
IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman; and by the CONSULTANT through its duly authorized representative.

CONSULTANT

[VENDOR NAME]

[Vendor's Authorized Representative, Title]

This _____ day of _____, 2026.



COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

Leslie Campione, Chairman

This _____ day of _____, 2026.

ATTEST:

Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Melanie Marsh
County Attorney

SAMPLE