

SERVICE PROVIDER AGREEMENT

Federal Lobbyist Service

This SERVICE PROVIDER AGREEMENT is made and entered into this 24th day of June 2008, between the Board of County Commissioners of COLLIER COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY" and The Ferguson Group, LLC, whose address is 1130 Connecticut Avenue, N.W. Suite 300, Washington, D.C. 20036, hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the Lobbyist services of said PROVIDER as further described herein; and,

WHEREAS, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Collier County, Florida, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

WHEREAS, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

ARTICLE 1.0 -SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the Services required as set forth in EXHIBIT "A", entitled "SCOPE OF SERVICES", which is attached hereto and made apart of this Agreement.

ARTICLE 2.0 -DEFINITIONS

2.1 COUNTY shall mean the Board of County Commissioners of Collier County, a political subdivision of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of sub-contractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the COUNTY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER OR AMENDMENT shall mean a written document executed by both parties to this Agreement setting forth such changes as may be requested and authorized in writing by the COUNTY.

ARTICLE 3.0 -OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Collier County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda,

other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

(2) County's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, nor acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.5 LIABILITY -PROVIDER TO HOLD COUNTY HARMLESS. The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and sub-contractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the COUNTY any cost estimates, the PROVIDER, by exercise of his experience and judgment shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.8 ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT " A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless the parties shall execute a written CHANGE ORDER.

Each such CHANGE ORDER shall set forth a description of (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the ADDITIONAL SERVICES.

ARTICLE 4.0 -COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in Exhibit "B" which is attached hereto and made a part of this Agreement. Total yearly compensation shall not exceed One Hundred Seven Thousand dollars (\$107,000) per year without prior written approval from the County Manager or his designee. Yearly compensation shall not increase in an amount greater than five percent (5%) of the previous year's compensation.

4.2 ADDITIONAL SERVICES. The COUNTY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in Section 3.8.

4.3 METHOD OF PAYMENT

(1) Monthly Statement. The PROVIDER shall be entitled to submit not more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond, to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S).

(2) Payment Schedule. The COUNTY shall pay the PROVIDER for the performance of this Agreement upon completion of the work as accepted and approved by the Deputy County Manager or their designee pursuant to Exhibit "B", hereto attached and incorporated herein by reference. Payment will be made upon receipt of a proper invoice and in compliance with Section 218.70 F.S. otherwise known as the "Local Government Prompt Payment Act".

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY. In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, canceled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.1 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.2 TIME OF PERFORMANCE. The PROVIDER agrees to complete the Basic Services as listed per Exhibit "A". Provision of said services shall commence beginning August 1, 2008 and ending on July 31, 2010 with the option of renewal for five (5) additional one (1)-year renewals.

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond-the control of the PROVIDER, or its sub-consultant(s) and/or sub-contractor(s), and not due to their fault or neglect, the PROVIDER shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance.

Upon receipt of the PROVIDER'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or sub-contractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.3 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various tasks required to provide, perform and complete all of the services and work required

for completion of the various tasks of the project services as set forth in EXHIBIT "A", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the COUNTY on a monthly basis.

5.4 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

ARTICLE 6.0 -SECURING AGREEMENT

The PROVIDER warrants that the PROVIDER has not employed or retained any company or person other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement and that the PROVIDER has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the PROVIDER any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.0 -ASSIGNMENT TRANSFER AND SUB-CONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER sub-contract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as sub-contractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

ARTICLE 8.0 -APPLICABLE LAW

The laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States, shall govern this Agreement when providing services funded by the United States government.

ARTICLE 9.0 -NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise

be subjected to discrimination. Should PROVIDER authorize another person with the COUNTY'S prior written consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

ARTICLE 10.0 -INSURANCE

10.1 INSURANCE COVERAGE TO BE OBTAINED

(1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect him from:

(A) Claims under Workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws;

(B) Claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage;

(C) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and

(D) From claims for injury to or destruction of tangible property including loss or use resulting there from, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), sub-contractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its sub-contractors obtains and maintains until the completion of that sub-contractor's work, such of the insurance coverage's described herein and as are required by law to be provided on behalf of their employees and others.

(4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are

required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverage's of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverage's.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.

(3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate.

(4) Each Certificate of Insurance shall include the following:

(A) The name and type of policy and coverage's provided,

(B) The amount or limit applicable to each coverage provided;

(C) The date of expiration of coverage.

(D) The designation of the Collier County Board of County Commissioners both as an additional insured and as a certificate holder (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

(E) Cancellation - Should any of the described policies be cancelled before the, expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the Certificate Holder named.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the PROVIDER shall furnish to the COUNTY renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration.

Failure of the PROVIDER to provide the COUNTY with such renewal certificate(s) shall be justification for the COUNTY to terminate this Agreement.

ARTICLE 11.0 -INSURANCE COVERAGES REOUIRED

The PROVIDER shall obtain and maintain the following insurance coverage's:

(1) WORKERS' COMPENSATION. Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. In addition, the policy shall include the following:

(A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$100,000 for each accident, whichever limit is greater.

(B) Notice of Cancellation and/or Restriction -The policy must be endorsed to provide the COUNTY with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and shall include the following:

(A) Minimum limits of \$200,000 per occurrence and \$300,000 aggregate for Bodily Injury Liability and a minimum limit of \$300,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.

(B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(3) BUSINESS AUTOMOBILE LIABILITY. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of \$100,000 per person and \$300,000 per accident for Bodily Injury Liability and a minimum limit of \$100,000 for Property Damage Liability, or a minimum combined single limit of \$300,000.

(B) Coverage shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

ARTICLE 12.0 -DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 13.0 -OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data

relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, all of the above documents to the extent requested by the COUNTY shall be delivered to the COUNTY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use.

ARTICLE 14.0 -MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the COUNTY.

ARTICLE 15.0 -HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

ARTICLE 16.0 -ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

ARTICLE 17.0 -NOTICES AND ADDRESS

17.1 NOTICES BY PROVIDER TO COUNTY All notices required and/or made pursuant to this agreement to be given to the PROVIDER to the COUNTY shall be in writing and shall be given by the United States Postal Service or faxed to the following COUNTY address of record:

Collier County Manager's Office

3301 Tamiami Trail East

Naples, FL 34112

Attention: Mr. James Mudd

Fax: 239-252-4010

17.2 NOTICES BY AUTHORITY TO PROVIDER All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service or faxed to the following PROVIDER'S address of record:

The Ferguson Group, LLC.

1130 Connecticut Avenue, N.W. Suite 300,

Washington, D.C. 20036

Attn: Val Gelnovatch

Fax: 202-331-1598

17.3 CHANGE OF ADDRESS. Either party may change its address and/or fax number by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 18.0 -TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER

The Provider may request that this Agreement be terminated by submitting a written notice to the COUNTY dated not less than thirty (30) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the COUNTY reserves the right to accept, or not accept the termination request submitted by the PROVIDER, and no such termination request submitted by the PROVIDER shall become effective until PROVIDER is notified, in writing, by the COUNTY of its acceptance. If the PROVIDER is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the authority of the COUNTY'S designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

ARTICLE 19.0 -MODIFICATIONS

Any modifications to this Agreement shall be in compliance with the County Purchasing Policy and Administrative Procedures in effect at the time such modifications are authorized. Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing. In the event of any conflicts between the requirements,

provisions, and/ or terms of this Agreement and any written contract modifications(s), the contract modification(s) shall take precedence.

ARTICLE 20.0 -ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

ARTICLE 21.0 – CONFLICT OF INTEREST

As a condition of this AGREEMENT, PROVIDER shall provide a list of any businesses and/or organizations to whom the firm has any affiliation or obligations within the past five (5) years; whether paid or donated, which could be construed by the COUNTY as a conflict of interest. PROVIDER must also include the following information:

1. Provide full disclosure of information on any work performed for private interests within the past (2) years, which may be in conflict with the work to be performed for the COUNTY under this contract, especially work that is not yet completed.
2. Declaration of commitment not to pursue any private sector work within the limits of the COUNTY contract or directly affected by the COUNTY contract.

PROVIDER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. PROVIDER further represents that no persons having any such interest shall be employed to perform those services.

ARTICLE 22.0 – DISPUTE RESOLUTION

Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of CONSULTANT with full decision-making authority and by OWNER'S staff person who would make the presentation of any settlement reached during negotiations to OWNER for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of CONSULTANT with full decision-making authority and by OWNER'S staff person who would make the presentation of any settlement reached at mediation to OWNER'S board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.

Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

ARTICLE 23.0 – APPROPRIATION

It is further understood and agreed by and between the parties herein that this agreement is subject to appropriation by the Board of County Commissioners.

ARTICLE 24.0 PROHIBITION OF GIFTS TO COUNTY EMPLOYEES

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

ARTICLE 25.0 IMMIGRATION LAW COMPLIANCE

By executing and entering into this agreement, the Contractor is formally acknowledging without exception or stipulation that it is fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this agreement and the County shall have the discretion to unilaterally terminate this agreement immediately.

By signing this AGREEMENT, a principal of the firm certifies that the firm will comply fully with the provisions of this section.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:
Dwight E. Brock, Clerk of Courts

BY: *Dwight E. Brock*

DATE: 7-8-08

Attest as to Chairman's
signature only

BOARD OF COUNTY COMMISSIONERS
FOR COLLIER COUNTY, FLORIDA, A
POLITICAL SUBDIVISION OF THE STATE
OF FLORIDA

BY: *Tom Henning*
Tom Henning, Chairman

DATE: 7-8-08

William Hanka

First Witness

WILLIAM HANKA

↑Type/print witness name↑

Darrel S. Ricketts

Second Witness

Darrel S. Ricketts

↑Type/print witness name↑

Provider Name:

The Ferguson Group, LLC.

By: *William Ferguson, Jr.*
Signature

Typed/Printed Title and Name

William FERGUSON, JR

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY:

BY: *William Hanka*

Assistant County Attorney

DATE: 7-8-08

EXHIBIT A

BASIC SERVICES

GENERAL SCOPE STATEMENT

The Provider shall provide and perform the following professional services which shall constitute the GENERAL SCOPE of the SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT:

Provide for representation of Collier County government to ensure that the County's interests are best represented in securing federal funding.

1.0 PROVIDER shall perform the following services:

- (a) Advocate the COUNTY's federal legislative program, secure sponsors for necessary bills, amendments, resolutions, represent the interest of the COUNTY before legislative and executive branches of the federal government and their respective departments, agencies, offices, committees, and other federal governmental units, and identify other areas of interest and concern to COUNTY, including the identification of grants and other types of federal funding which may be available to assist the COUNTY in its infrastructure investments and advocate those interest and concerns on behalf of COUNTY.
- (b) Confer with the County Manager and such other COUNTY personnel as the County Manager may designate on all organizational planning and program activity which may have an impact on COUNTY's ability to make the best use of federal programs.
- (c) Review federal executive proposals, proposed and adopted administrative rules and regulations, legislation under consideration, and other developments for the purpose of advising COUNTY of those items which may have an impact on COUNTY policies and/or programs.
- (d) Secure and furnish such detailed information as may be available on federal programs and grants in which the COUNTY indicates an interest or which may be of potential benefit to COUNTY.
- (e) Upon request of the County Manager or his designee, review and comment on COUNTY's proposals which are being prepared for submission to Congress, the Administration, and federal agencies.
- (f) On COUNTY's behalf, establish contacts with federal agencies, supervise, and monitor COUNTY funding applications under consideration by such agencies.
- (g) Consult with COUNTY regarding any proposed formula changes in federal programs to determine their impact on COUNTY and take the necessary steps, including advocating formula changes for the COUNTY, as determined by the County Manager or his designee.
- (h) Identify opportunities for Collier County officials to appear before congressional committees and members of Congress to testify or discuss issues of concern to the COUNTY and to provide research materials, written testimony, or other assistance, if requested, for use by COUNTY officials in conjunction with their appearance or meetings.
- (i) Provide such other services and representations as are typically performed or provided by governmental lobbyists, as designated by the County Manager or his designee. Such services may include, but are not limited to, participation in associations or coalitions with similar objectives as the COUNTY or coordinating activities with lobbying representatives of other public or private entities where issues of common interest exist and such a coordinated lobbying effort will clearly benefit the COUNTY.
- (j) In accordance with the federal legislative priorities established by the County Commission, PROVIDER shall submit a monthly written report to the County Manager outlining and describing the activities

undertaken to accomplish each assignment. PROVIDER agrees to apply its in-house expertise and strategy development to accomplish specific assignments of the COUNTY.

- (k) Assist COUNTY in researching and preparing draft legislation to be proposed and presented to legislative representatives.
- (l) Provide a minimum of three (3) professional presentations to the Collier County Board of County Commissioners on a schedule to be determined by the County Manager or his designee.

2.0 The County will not be restricted to utilizing, on an exclusive basis, the services of The Ferguson Group, LLC. The County may, at times, need additional specialized lobbying services, which will be solicited on an independent basis.

EXHIBIT B

COMPENSATION AND METHOD OF PAYMENT

Section 1. BASIC- SERVICES/TASK(S)

The COUNTY shall compensate the PROVIDER for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF SERVICES", as follows:

<u>TASK TITLE</u>	<u>COMPENSATION</u>	<u>Not to Exceed</u>
Lobbyist Services as outlined in Exhibit A, Basic Services	\$8,916 per month inclusive of expenses	\$107,000 per year inclusive of expenses

Compensation shall be inclusive of all costs. Payment shall be full compensation for all services, labor, tools, equipment, travel and any other items required for project completion and/or completion of services.

Section 2 ADDITIONAL SERVICES

The COUNTY shall compensate the PROVIDER for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid to the PROVIDER for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.8 of this Agreement



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/08/2008

PRODUCER
State Farm Insurance, Pat Dady - Agent
15215 Shady Grove Road, Suite 102
Rockville, MD 20850-3235

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.



INSURED
THE FERGUSON GROUP LLC
SUITE 300
1130 CONNECTICUT AVE NW
WASHINGTON DC 20036-3981

INSURERS AFFORDING COVERAGE

INSURER A: State Farm Fire and Casualty Company 25143
INSURER B:
INSURER C:
INSURER D:
INSURER E:

NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
X	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Hired Auto <input checked="" type="checkbox"/> Nonowned Auto GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	99-BU-8962-7	4/8/08	4/8/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC AGG \$
X		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000.	99-BU-8978-1	4/8/08	4/8/09	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
X		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	99-M3-2306-1	4/8/08	4/8/09	<input type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Legislative Lobbyist

CERTIFICATE HOLDER

Collier County Government
Attn: Kelsy Ward
3301 E Tamiami Trail
Naples, FL 34112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Pat Dady, Agent 301-948-4414

ACORD 25 (2001/08)
132849 03-13-2007

The registration notices indicate ownership of the marks by their respective owners

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SECTION II ADDITIONAL INSURED ENDORSEMENT

FE-6609
Page 1 of 1

Policy No.: 99-BU-8962-7

Named Insured:
THE FERGUSON GROUP LLC
STE 300
1130 CONNECTICUT AVE NW
WASHINGTON DC 20036-3981



Additional Insured (include address):
COLLIER COUNTY GOVERNMENT
ATTN: KELSY WARD
3301 E TAMiami TRAIL
NAPLES FL 34112

WHO IS AN INSURED, under SECTION II DESIGNATION OF INSURED, is amended to include as an insured the Additional Insured shown above, but only to the extent that liability is imposed on that Additional Insured solely because of your work performed for that Additional Insured shown above.

Any insurance provided to the Additional Insured shall only apply with respect to a claim made or suit brought for damages for which you are provided coverage.

The Primary Insurance coverage below applies only when there is an "X" in the box.

Primary Insurance. The insurance provided to the Additional Insured shown above shall be primary insurance. Any insurance carried by the Additional Insured shall be noncontributory with respect to coverage provided to you.

All other provisions of the policy apply.