

KEN ROMANO CONSULTING AGREEMENT

THIS AGREEMENT is and shall be between **Carmine Marceno, as Sheriff of Lee County, Florida**, a Constitutional office of the State of Florida (hereinafter referred to as “Sheriff”), and **Ken Romano**, (hereinafter referred to as “Consultant”).

WHEREAS, the Sheriff has determined that a need exists for a Consultant to assist the Sheriff’s personnel by providing guidance regarding public relations including, but not limited to, social media presence and strategic communications; and

WHEREAS, Consultant possesses the ability, certifications, and experience required to perform the services described above, and is duly qualified to perform the services contemplated herein.

NOW THEREFORE, in consideration of the premises and mutual promises contained herein, the adequacy of which both parties acknowledge and agree to be sufficient so as to support enforcement, Sheriff and Consultant enter into this Agreement, whereby:

- 1. Recitals.** The Recitals above are adopted and incorporated herein as if fully restated.
- 2. Term.** This Agreement shall commence and become effective on July 1, 2024 and unless extended by the parties under such terms and conditions as the parties mutually agree for one year and shall terminate June 30, 2025.
- 3. Independent Contractor.** Consultant is providing the services herein as an independent contractor and is neither an agent, employee, partner, nor joint venture of or with the Sheriff or Board of County Commissioners for Lee County, Florida. Consultant shall be responsible for any and all tax liability resulting from, or related to payment made pursuant to this Agreement.

4. General Terms Of Agreement.

4.1 Services Provided. Consultant shall provide the services as described and as agreed to by the parties. Consultant is expected to work a reasonable number of hours to perform the necessary services. Consultant shall provide regular verbal reports to the Sheriff’s designee, Captain Anita Iriarte, and written reports upon the Sheriff or his designee’s request. Consultant agrees to maintain necessary certifications and insurance to provide said services.

4.2 Compensation. In return for the services provided by Consultant pursuant to this Agreement, Sheriff shall pay to Consultant the sum of \$5,700.00 per month, payable within 30 days of receipt of invoice received by the Sheriff.

4.3 CJIS and Confidentiality. Consultant shall take such steps as might be necessary to comply with all FDLE/CJIS security requirements, and shall to the extent allowed by law, and except as for such information as might be requested by the Sheriff or his designee, maintain the confidentiality of such information as Consultant may glean, directly or indirectly, as a result of the Consultant’s performance of duties incorporated herein.

4.4 Not an Employment Contract. The parties agree this is a contractual relationship for consulting services and not an employment contract.

5. Termination with or without cause. Either party may terminate this Agreement at any time with or without cause and without penalty by giving written notice to the other party of not less than thirty (30) calendar days.

6. Cooperation. Sheriff shall cooperate with Consultant in the performance of its services hereunder, including providing Consultant with timely access to relevant data, information, and personnel of Sheriff.

7. Force Majeure. Neither party shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

8. Independent Contractor. It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Except as might be expressly and mutually agreed, neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. Neither party makes any representations as to the effect this Agreement has, or might have with respect to agreement, contract, right or obligation either party has, or might have with any individual or entity not a signator to this Agreement.

9. Assignment. Consultant may not assign any of Consultant's rights, claims, obligations or duties to any other corporation, entity, partnership, or individual without the prior express written consent of the Sheriff.

10. Entire Agreement. The terms incorporated herein, including any attached and identified exhibits, constitute the entire agreement between Consultant and Sheriff with respect to the subject matter hereof and supersedes any and all other oral and/or written representations, understandings, or agreements relating to the subject matter hereof.

11. No Third Party Beneficiaries. Nothing in this Agreement is intended to create any rights, claims or causes of action for any individual or entity not a signator to this Agreement.

12. Governing Law, Jurisdiction & Venue. These terms including any and all proposals, amendments, and exhibits attached hereto, shall be governed by and construed in accordance with the laws of the State of Florida (without giving effect to the choice of law principles thereof). Jurisdiction and venue shall lie exclusively in the state and federal courts located in Lee County, Florida and no other place.

13. Severability. If any provision of these terms is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable

provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

14. Public Records. Nothing herein shall limit or waive the Lee County Sheriff's Office's responsibilities as a Government Agency provided for under Florida's Public Records Laws, specifically, but not limited to, Florida Statute 119.0701.

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

**CHERRIE MCABEE
DIRECTOR, CENTRAL RECORDS
CMCABEE@SHERIFFLEEFL.ORG
14750 SIX MILE CYPRESS PKWY.
FORT MYERS, FLORIDA 33912
(239) 477-1369**

15. Amendments. The terms and provisions of this Agreement and the attached Addendums may be modified or amended only by written agreement executed by the parties hereto.

16. Waiver. No waiver of any breach of this Agreement shall constitute a waiver of any other breach, whether of the same or any other terms of this Agreement, nor shall any delay or omission of either party's exercise of any right arising from any default affect or impair the party's rights as to the same or future default.

17. Sovereign Immunity. Nothing in this Agreement or any attachments, exhibits, amendments, addendums or any other document related to this Agreement is intended, nor shall it be construed or interpreted to waive or modify the Sheriff's immunities and limitations on liability provided for in Florida Statutes section 768.28, as now worded or as may hereafter be amended, the strict financial limitations set forth therein or any other statutes or immunities. Sheriff expressly reserves these rights to the full extent allowed by law.

18. Indemnification. To the fullest extent permitted by applicable statutes, laws and regulations, and in addition to any other obligations imposed on Consultant pursuant to this Agreement, Consultant shall defend (paying costs associated with Consultant's defense of Sheriff, including attorney fees and costs), indemnify and hold harmless Sheriff Carmine Marceno, Sheriff, Lee County and their respective employees, officers and elected officials, from and against all demands, claims, causes of action, lawsuits and liabilities arising out of or relating to Consultant's negligent, tortious act(s), omission(s), or willful misconduct; however, these obligations to defend, indemnify and hold harmless are limited to the extent such demand, claim, cause of action, lawsuit or liability is premised upon the negligent, tortious act(s), omission(s), or willful misconduct of Consultant, its subcontractor(s), supplier(s), or any individual or entity directly employed by or performing services at Consultant's request to fulfill any obligation or duty imposed upon

Consultant pursuant to this Agreement. The above indemnification provisions shall survive the expiration or termination of the Agreement.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

**Carmine Marceno, Sheriff
Lee County Sheriff's Office**

Ken Romano, Consultant

Signed: _____

Signed: _____

Date: _____

Date: _____