

COMPLAINT

The Commission's records and proceedings in a case are confidential until the Commission rules on probable cause. A copy of the complaint will be provided to the person against whom it is brought.

1. PERSON BRINGING COMPLAINT:

Name: Randy Scott Work Phone: (239) 3007007
Address: 343 Hazelwood Ave S Home Phone: ()
City: Lehigh Acres County: LEE State: FL Zip Code: 33936

2. PERSON AGAINST WHOM COMPLAINT IS BROUGHT:

If you intend to name more than one individual or entity, please file multiple complaints. A person can be an individual, political committee, political party, electioneering communication organization, club, corporation, partnership, company, association, or other type of organization.

Name of individual or entity: Lehigh Acres Fire Control and Rescue District
Address: 636 Thomas Sherwin Ave S, Phone: (239) 368-0683
City: Lehigh Acres County: LEE State: FL Zip Code: 33974

If individual is a candidate, list the office or position sought: Lehigh Acres Special Referendum

Have you filed this complaint with the State Attorney's Office? (check one) ☐ Yes ☒ No

Are you alleging a violation of Section 104.271(2), F.S.? (check one) ☐ Yes ☒ No

Are you alleging a violation of Section 104.2715, F.S.? (check one) ☐ Yes ☒ No

3. ALLEGED VIOLATION(S):

Please attach a **concise** narrative statement in which you list the provisions of the Florida Election Code that you believe the person named above may have violated. The Commission has jurisdiction only to investigate provisions of Chapter 104 and Chapter 106, Florida Statutes. Please include the following items as part of your attached statement:

- The facts and actions that you believe support the violations you allege;
- The names/telephone numbers of persons whom you believe may be witnesses to the facts;
- A copy or picture of any political advertisement(s) you mention in your statement;
- A copy of each document you mention in your statement;
- An explanation of why you believe information you reference from websites is relevant; and
- Any other evidence supporting your allegations.

SEE REVERSE SIDE OF DOCUMENT FOR ADDITIONAL INFORMATION

Any person who files a complaint while knowing that the allegations are false or without merit commits a misdemeanor of the first degree, punishable as provided in Sections 775.082 and 775.083, Florida Statutes.

4. OATH:

STATE OF FLORIDA

COUNTY OF LEE

I swear or affirm that the above information is true and correct to the best of my knowledge.

Original Signature of Person Bringing Complaint

Sworn to and subscribed before me this 4 day of
August, 20 20

Signature of Officer Authorized to Administer Oaths or Notary Public

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ Or Produced Identification _____

Type of Identification Produced _____

5. IMPROPERLY COMPLETED COMPLAINT FORMS MAY BE RETURNED:

- You **MUST submit this** completed complaint **form** in order to file a complaint.
- You **MUST** complete **ALL FOUR** of the above sections of this form. **DO NOT** leave any blanks.
- You **MUST** submit the **ORIGINAL** complaint form. Copied/faxed/emailed forms are returned.
- Each complaint can only be filed against **ONE PERSON** or **ENTITY**. If you wish to file against multiple parties, you **MUST** submit a complaint form **for each party** you wish to file against.
- **DO NOT** submit multiple complaint forms with one set of attachments applying to multiple complaints. You **MUST** attach **copies** of attachments **to each complaint** to which they apply.
- **MAKE SURE** the alleged violation(s) of **Chapters 104 or 106** occurred within the last **2 years**.
- **MAKE SURE** your complaint is **sworn** and there is **no defect** to the **notarization** in Section 4.

The fire district is spending tax payer money to campaign for approval of a referendum to be held on August 18, 2020 in violation of Chapter 106 OF THE Florida Statutes.

Specific violations of Chapter 106

They are expending money for APPROVAL of a referendum, multiple violations.

They are not a registered committee as required under chapter 106

They have not reported expenditures as required under Chapter 106 multiple violations

They have not reported contributions as required under Chapter 106 multiple violations

The have made numerous individual expenditures for the approval campaign and each transaction is a separate and distinct charge. That due to their failure to comply with public records requests unable to determine the number of specific expenditure violations.

They have made at least three mailer expenditures that due to their failure to comply with public records request unable to determine the number of specific expenditure violations.

They have made numerous radio and television purchases that due to their failure to comply with public records request unable to determine the number of specific expenditure violations and because of the source media being ephemeral they can only be obtained through investigation of records. There are numerous violations within this paragraph.

Attached is the contract for services for the campaign strategist.

Attached is a screen print of Facebook charges for this approval campaign.

Attached is one mailer showing one expenditure for this approval campaign but due to their failure to comply with public records request unable to determine the number of specific expenditure violations.

By way of this complaint I have notified the Fire District that each subsequent continuing expenditure and contribution will be additional violations.

Once the Fire District complies with all public records requests I will update the charges.

About the Page



Lehigh Acres Fire Control and Rescue District
View more ads from this Page

Total spent by Page on ads about social issues, elections or politics

May 2018 - Aug 2, 2020
United States

\$5,171

See spend details

Recently spent by Page on ads about social issues, elections or politics

7 days • Jul 27 - Aug 2, 2020
United States

\$2,313

See spend details

More info

Welcome to the official page of the Lehigh Acres Fire Control & Rescue District!

PRINT STANDARD
US POSTAGE
PAID
ORLANDO, FL
ACG

*****ECRWSH**C036 2944
Randy Scott
343 Hazelwood Ave S
Lehigh Acres FL 33936-5876



SAFETY FIRST WITH THE LEHIGH ACRES FIRE REFERENDUM!



CITIZEN ALERT: REFERENDUM ON THE BALLOT ON AUGUST 18TH, 2020

The Lehigh Acres Fire Control and Rescue District's Board of Commissioners is seeking voter approval of a referendum addressing short and long term financial sustainability including:

- ✓ Funding to support protecting life and property in our growing community
- ✓ Continuing community-oriented exemptions now in place (exemptions the District CANNOT continue funding if the ballot question does not pass) for churches, group homes, and other institutions
- ✓ Provides funding for additional fire stations and firefighters in our community, strategically placed for faster response times

SAFETY FIRST WITH THE LEHIGH ACRES FIRE REFERENDUM!



www.lehighfd.com



CONTRACT
between the
Lehigh Acres Fire Control and Rescue District
and Front Line Strategies, Inc.

ARTICLE 1
The Parties

This agreement is entered into by and between the Lehigh Acres Fire Control and Rescue District (hereinafter "Client")

and

Front Line Strategies, Inc. (hereinafter referred to as "FLS"), a company whose address is: 526 East Park Avenue, Tallahassee, Florida, 32301.

ARTICLE 2
Purpose

WHEREAS, FLS is known to be experienced in paid media (including mail, radio, television, and digital advertising) and strategic political consulting, and

WHEREAS, Client desires to engage in a campaign/referendum to approve a new "simplified fire" assessment methodology in place of the current "demand based" assessment methodology for the fire district, and

WHEREAS, Client desires to retain FLS for the purpose of serving as the paid media and general strategic consultant for the campaign;

THEREFORE, the undersigned parties enter into this agreement for the consideration set forth herein and subject to the following terms and conditions:

ARTICLE 3
Duties of FLS

3.01 FLS agrees that the sole representative for purposes of performance of services under this agreement is Brett Doster, and the primary senior strategists servicing the campaign are Brett Doster and Pablo Diaz.

3.02 FLS will perform the scope of work described in the Client Proposal attached hereto and made a part hereof as Exhibit A using the means and methods described below:

1. Organize the development of a written, data-driven campaign plan; included with the campaign plan will be an implementation timeline and a proposed operating budget.
2. Provide design and thematic oversight of all initial messaging materials including development of logos, taglines, website, social media platforms, and brochures/palmcards.
3. Further develop, design, and deliver campaign themes and advertising to position the campaign for victory including all printed materials, direct mail, radio, television, and the Internet. Paid advertising will be billed separate from the retainer designated by this contract according to market rates.
4. Provide consultation and advice in dealing with the news media, including print and electronic media.
5. Manage the process for targeting the voter file, integrating direct volunteer-driven voter contact programs with the paid media plan.
6. Make introductions and manage relationships among interested organizations. Assist with completing Client questionnaires and preparing the Client for interviews.
7. Provide consultation and advice in structuring the media and general strategy for the campaign.
8. Will be available via telephone and electronic mail with all reasonableness during the length of the contract; will be

available personally to travel for meetings and personal consultations with all reasonableness at the direction of Client; make presentations at the direction of Client to the finance and political leadership in support of fundraising and organizational goals.

ARTICLE 4

Duties of Client

4.01 Client agrees to provide FLS reasonable access to whatever records, files, or personnel required to be used by FLS, on Client's premises, or off premises with the permission of Client, in the performance of this agreement.

ARTICLE 5

Financial: Fees, Expenses, Taxes

5.01 For performance of the scope of work described in Exhibit A attached hereto and made a part hereof, Client agrees to pay FLS a total not to exceed fee of \$5,000.00 and costs of \$45,000.00, as described in Exhibit A attached hereto and made a part hereof.

The first payment of \$2,500.00 of the fees and \$22,500.00 as an advance toward the costs will be paid on July 1, 2020. The \$2,500.00 balance of the fees and the remaining part of the \$22,500.00 of costs that have been incurred will be due and payable on August 1, 2020.

This fee covers our manpower and consulting services as outlined in section 3.02. Paid advertising such as direct mail, radio ads, television ads, and digital online media ads are billed separately according to market rates and subject to Client's approval.

5.02 Additional authorized expenses shall be invoiced to Client including travel and meal expenses associated with meetings or presentations provided at the direction of the Client. No additional fees for personal travel time will be billed by FLS, only those actual pre-approved expenses. All invoices for these

expenses shall be paid within a commercially reasonable period of time.

5.03 FLS agrees to assume exclusive liability for any and all taxes, assessments, levies or fines which may be paid or deemed owned by FLS, or to an employee (s) contractor (s) of FLS, as a result of performance of this agreement. The parties further agree that FLS is responsible for supplying the instrumentalities and place or work for the contracted activities hereunder.

ARTICLE 6

Confidentiality, Other Employment, Independent Contractor

6.01 All matters between the parties, including the provisions of this agreement, are confidential and shall not be transferred, communicated or delivered to a third party, whether or not for compensation, without the express prior written authorization of Client or as required by law.

6.02 The parties agree that, except as provided above, this agreement in no way limits FLS's ability to enter into contracts with other parties. FLS agrees that proper time allocations will be made to achieve the goals and requirements of the Client.

6.03 At all times, FLS shall be an independent contractor and nothing herein shall be construed as creating any relationship between Client and FLS other than an independent contractor relationship. FLS shall have control of FLS's work, including the times and manner in which the work is to be performed. FLS is not an agent of the Client or in an employment relationship with the Client. FLS shall devote such time to the performance of FLS's duties under this Agreement that is necessary for a satisfactory performance. FLS will be solely responsible for FLS's actions and work under this agreement and the Client shall not have any responsibility or liability for any act or omission of FLS. Nothing herein shall in any way act or be interpreted to constitute a

waiver of Client's sovereign immunity as described in Florida law, especially Section 768.28, Florida Statutes. Nothing herein shall constitute or be construed to obviate, set aside, interfere with, or negate any insurance coverages Client maintains.

ARTICLE 7

Ownership of Materials

7.01 Client retains and reserves all rights of ownership and use of the final product of any paid messaging and any facsimile of same.

ARTICLE 8

Use of Client's Name

8.01 FLS shall not use the name, insignia, or any facsimile of the Client campaign material for a purpose other than Client's campaign with the exception of advertising or promotional material for FLS with approval of the Client.

ARTICLE 9

Termination

9.01 This contract may be terminated upon 30 days' written notice without cause by either party directed to the addresses specified above, unless;

9.02 Should Client terminate this contract without cause and/or withdraw its effort, Client will pay one consulting fee payment in the maximum amount of \$5,000 to cover loss of opportunity costs; however, in no event shall Client pay any combination of more than the total of \$10,000.00 to FLS as contract payments and as early withdrawal consulting fees paid to FLS.

9.03 Except as provided in section 9.01, above, this agreement shall terminate on August 31, 2020.

ARTICLE 10

Merger

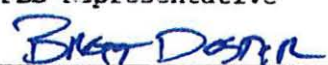
10.01 This agreement memorializes the full terms and conditions of the agreement between the undersigned parties. All previous

agreements between the parties, whether written or oral, are merged herein and superseded hereby.

ARTICLE 11
Good Faith

11.01 The undersigned parties agree to execute the terms and conditions of this agreement in good faith and to the best of their ability. The undersigned persons are authorized by the parties hereto sign this agreement and have read and fully understood the foregoing, and it is their intent to be bound by the terms and conditions hereof:

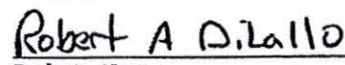


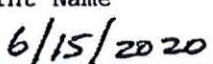
FLS Representative


Print Name


Date

Lehigh Acres Fire District


Client


Print Name


Date