



November 18, 2016

The School Board of Sarasota County
1960 Landings Blvd.
Sarasota, FL 34231

Re: Lobbyist/Consultant Agreement

Capital City Consulting, LLC, (hereinafter "CCC") welcomes the opportunity to represent The School Board of Sarasota County, Florida (hereinafter "SBSC") as consultants/lobbyists before Florida's legislative and executive branches. Given our government affairs experience, we believe we are well equipped to enhance your efforts in Tallahassee. This letter of agreement (Pages 1-3) is intended to set forth our understanding as to the nature, scope and terms of professional consulting services CCC has agreed to provide to SBSC.

SCOPE OF SERVICES. CCC agrees to represent SBSC during legislative sessions and committee weeks to monitor all actions of the legislative and executive branches that could impact SBSC's presence in Florida. This service includes lobbying all levels of Florida government at the direction of SBSC. The specific duties are listed in narrative form and attached to this agreement as APPENDIX A (pages 1-4) which is incorporated into this agreement.

TERM. The term of this relationship shall begin on December 6, 2016. Pricing, terms and conditions of the contract will remain firm for a period of three years from the start of the contract.

The contract may be renewable under the same terms and conditions for two additional one-year periods based upon funding availability and by mutual written consent of both parties.

TERMINATION OF AGREEMENT. This agreement may be terminated, without cause, with 30 days advanced written notice by either party except that termination may not occur during the time between the first scheduled committee meeting and the end of the legislative session. SBSC shall only be liable for payment of services rendered prior to the effective date of termination.

FEES. CCC will provide the referenced professional services for an annual fee not to exceed \$47,000 payable in monthly increments. This compensation is all inclusive. CCC is solely responsible for all costs or registration fees, office expenses, travel expenses, meals, and lodging to include, but not limited to, pre-session, regular session, or special session, legislative committee meetings, meetings with Department of Education staff, or expenses associated with travel to/from SBSC offices.

CONFIDENTIALITY. CCC will treat any and all information, communications, or materials of SBSC as confidential and will not disclose or divulge same unless otherwise directed or authorized by SBSC or ordered to do so by a court of competent jurisdiction or as required by Florida Law.

REPORTING. CCC will monitor all relevant actions of the legislature and provide oral and written reports. CCC will be available to meet or discuss the status of any activities undertaken on behalf of SBSC. At mutually convenient times, CCC will schedule periodic meetings or conference calls at your direction to review progress of any given task or project. CCC members are continuously available by telephone, email and cell phone to serve your communication needs.

INDEPENDENT CONTRACTOR. CCC and its employees, independent contractors and agents are independent contractors in the rendition of the services under this agreement and shall not hold itself out nor permit its employees, independent contractors or agents to hold themselves out, nor claim to be officers or employees of SBSC.

ETHICAL AND LEGAL CONSIDERATIONS. CCC agrees to comply with all applicable local, state and federal laws, rules and regulations in its representation of SBSC under this agreement. In accordance with Florida reporting obligations required of lobbying firms, the firm must report percentages of this fee allocated to the legislative and executive branch services. Based on our previous experience and the nature of your issues, we project the work to be allocated 20% toward executive branch lobbying efforts and 80% toward legislative.

CONFLICTS OF INTEREST. CCC does not foresee any potential conflicts of interest with current clients. However, in the event that a conflict does occur with a current or future client, CCC agrees to disclose the conflict to both parties as soon as practical. CCC will attempt to resolve such conflict to the satisfaction of both parties. If a resolution agreeable to both parties is not achievable, then CCC must resolve the conflict in favor of any client represented prior to SBSC'S initial retention of CCC.

MISCELLANEOUS PROVISIONS. This agreement constitutes the entire understanding and agreement of the parties hereto. It supersedes all prior negotiations, discussions, correspondence, communications, understandings, and agreements between the parties relating to the subject matter of this agreement. If any portion of this agreement is found to be invalid or unenforceable, all other terms, provisions and covenants shall remain in full force and effect. Any amendment hereto must be in writing and signed by the parties. Although five members of our firm, including myself, are Florida licensed attorneys, this representation is not for legal services.

Ron LaFace, Jr. will have primary responsibility for this engagement, but all firm members will be accessible as needed.

If you agree with the terms contained in this letter of agreement, please sign and date this document and return it to our office. We appreciate your business and look forward to serving you.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. LaFace', with a long horizontal line extending to the right.

Ron LaFace, Jr.

Capital City Consulting



Signature

Ron LaFace

Print Name

Member

Title

101 E. College Ave., Suite 502

Address

Tallahassee, FL 32309

01-0759013

SS# or TIN

850-222-9075

Phone number

850-222-9073

Fax number

rlaface@capcityconsult.com

Email address

The School Board of Sarasota County,
Florida

Signature

Print Name

Title

Address

Phone number

Fax number

Email address

Approved for Legal Content
November 29, 2016 by Matthews Eastmoore,
Counsel for the School Board of Sarasota County
Signed: ASH



STATE LEGISLATIVE SERVICES

APPENDIX A

SUMMARY STATEMENT

The School Board of Sarasota County (SBSC) intends to piggyback Brevard County Schools solicitation #16-P-080-EP to establish this contract with Capital City Consulting, LLC, (CCC) for the provision of State Legislative Liaison Services. These services are to enhance and support SBSC's financial interests related to Capital Outlay and the Florida Education Finance Program and provide governmental and legislative representation and advice to SBSC. Such representation shall include lobbying related services in accordance with F.S. §11.045 and F.S. §112.3215. Consultant will register on behalf of SBSC as its principal in accordance with Florida law.

SCOPE OF SERVICES

CCC will assist SBSC in enhancing its interest pertaining to PreK-12 education including Capital Outlay and the Florida Education Finance Program; assist SBSC in identifying legislative opportunities; assist in the development of the School Board's annual list of goals, priorities, and specific proposals to seek appropriations and/or legislative and administrative remedies to strengthen SBSC's programs and services. CCC will work closely with the School Board, Superintendent and/or his designees on this project and will provide, at a minimum, the following services:

- Meet with the School Board, Superintendent and staff to assist in the development of the School Board's annual list of goals, priorities and specific proposals. Identify which of these goals, priorities and specific proposals could be addressed through the legislative process and assist in developing written material for each request.
- Regularly provide the School Board, Superintendent and staff with any new information and actively seek opportunities to enhance the School Board's interests and provide options as to legislative strategy, when necessary.
- Be available to attend and participate in SBSC meetings and workshops, when necessary.
- Monitor current state legislation and the budgetary process and report to the School Board, both orally and in writing, any legislative events that may directly or indirectly impact SBSC.
- Identify pertinent hearings, before which SBSC should appear and provide oral and written testimony, upon request, for hearings.
- Advocate with the Sarasota County Legislative Delegation, other key members of the Legislature and state agencies in support of SBSC's goals, priorities and proposals.

- During “Committee Weeks” and during “Session”, multiple updates on current daily activities affecting SBSC’s substantive, appropriations issues, and any other issues that could positively or negatively impact SBSC will be provided to the School Board Legislative Liaison, Superintendent and pertinent staff. In addition, if necessary, CCC will provide the School Board, Superintendent and/or his designee(s) with a follow-up phone call by Friday at 5 p.m.
- At the conclusion of the Session, prepare a final report, including final status of SBSC’s priorities and a summary of the impact of major legislative changes to Sarasota County and SBSC.
- Monitor various state agency actions for potential impact on Sarasota County and, in the event that action is needed, advise SBSC.
- Notify SBSC of priority items relating to the legislative recommendations of the Commissioner of Education and Governor.
- Request and arrange for SBSC staff to testify on issues before the Legislature. Assist the School Board, Superintendent and key staff in preparing for presentations before the legislature and facilitate their contacts with Legislators, Department of Education staff, Governor’s Office and members of the State Board of Education.
- Consult with members of the State Board of Education and/or their staff to provide data and information to said members which would positively influence the outcome of the State Board of Education activities, including drafting or revising language in laws, and making recommendations which would reflect changes consistent with SBSC’s objectives.
- Inform SBSC regarding calendars, events, committees, etc., which would have an impact on SBSC’s educational initiatives.
- Work with SBSC Chief Financial Officer and Superintendent to determine impact and strategy for influencing legislative funding proposals. Establish links with those offices so that legislative funding alternatives can be immediately analyzed by SBSC’s staff to determine the impact on SBSC.
- In Tallahassee, serve as an extension of SBSC’s staff at meetings with the Governor’s Office, Department of Education, State Estimating Conferences, and agency staff to discuss positions and priorities of SBSC, when needed.
- Furnish research relating to areas of legislative interest, including the history of bills, as requested by SBSC.
- SBSC reserves the right to revise and/or expand the scope of services as the need may arise. Therefore, CCC or individual should have experience in all aspects of state legislative appropriations and authorizations.

In the event supplemental legislative lobbying support services are required, the firm shall subcontract with a recognized lobbying firm at its discretion. The firm will be responsible for (a) ensuring any person employed by such firm and involved in the provisions of lobby services be duly registered in accordance with Florida law; (b) any such subcontracting agreement; and (c) payment of any and all fees and costs associated with the subcontract.

CCC will provide the names of all persons with whom the firm has or intends to subcontract with in the provision of services, including those who will be registered as a lobbyist on behalf of SBSC.

SBSC may request the use of CCC staff to provide additional services. It is expected that SBSC would authorize additional services in advance, in writing, on an individual basis. SBSC would jointly determine with CCC a not-to-exceed price for each project.

LIABILITY OF CONTRACTOR

CCC agrees to indemnify and hold free and harmless, assume liability for and defend, SBSC and its officers, employees and agents from and against any and all actions, claims, liabilities, assertions of liability losses, costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery cost, court costs, claim or claims for bodily injury or death of persons and for loss of or damage to property, in law or in equity, of every kind and nature whatsoever, or economic damages which in any matter directly or indirectly may arise or be alleged to have arisen, from any act of CCC or any of its employees, representatives, agents, or subcontractors while engaged in the performance of CCC's duties and responsibilities pursuant to this Agreement. It is expressly acknowledged that CCC is an independent contractor and as such, has no authority to bind SBSC to any contract or in any other manner.

VENUE

The laws of the State of Florida shall govern this contract. Venue shall be in Sarasota County, Florida and the sole and exclusive jurisdiction to resolve any disputes arising under the contract shall be in the county or circuit court for the Twelfth Judicial Circuit in and for Sarasota County, Florida.

SBSC DUTIES AND RESPONSIBILITIES

SBSC shall designate a primary point-of-contact for two-way communication to the School Board, Superintendent, and key SBSC staff on legislative issues and materials;

SBSC shall provide a directory of key staff (phone/email) and after-hours contact numbers for possible use during the session.

SBSC shall analyze and provide feedback when requested (immediate during the legislative session) on impact to SBSC of specific bills and appropriation proposals.

SBSC shall provide notification to firm on any issue(s) in which the School Board, Superintendent or staff have expressed a specific concern or interest.

SPECIAL PROVISIONS OF FLORIDA STATUTE 119.0701

CCC shall comply with Florida's Public Records Law including:

Keeping and maintaining public records required by SBSC to perform the service;

Forwarding all requests for public records relating to the contract for services directly to SBSC, and upon request, providing SBSC with a copy of the requested records or allowing the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes or as otherwise provided in law;

Ensuring 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 and

Meeting all requirements for retaining public records and transfer, at no cost, to SBSC all public records in possession of CCC upon termination of the Agreement and destroy any duplicate

public records that are exempt or confidential and exempt for public records disclosure requirements. All records stored electronically must be provided to SBSC in a format that is compatible with the information technology systems of SBSC.

For questions regarding CCC's duty to provide public records relating to this contract or the application of Chapter 119 Florida Statutes contact The School Board of Sarasota County, Florida at (941) 927-4009; publicrecordrequest@sarasotacountyschools.net; or 1960 Landings Blvd., Sarasota, FL 34231.