

## PROFESSIONAL SERVICES

### AGREEMENT NO. 2021-006

THIS AGREEMENT made and entered into this 30<sup>th</sup> day of December, 2021, by and between the City of Boca Raton, a municipal corporation of the State of Florida, hereinafter referred to as CITY, and Capital City Consulting, LLC, a Florida limited liability company hereinafter referred to as CONSULTANT:

WHEREAS, the CITY intends to enter into a non-exclusive agreement for the provision of professional state lobbying services ("Services") by the CONSULTANT to the CITY ("Agreement"); and

WHEREAS, the CONSULTANT represents that it is capable and prepared to provide such Services; and

WHEREAS, the parties hereto also desire that this Agreement authorize the CITY to request, and the CONSULTANT to provide, expert witness services in connection with court proceedings that may arise in connection with the Services provided by the CONSULTANT (at the hourly rates in Attachment B, which is attached hereto and incorporated by reference as part of this Agreement).

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

#### ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be the date executed by the City Manager and shall run thereafter for a (2) two year term, with the option to renew for (3) three additional one year periods, subject to termination as provided herein.

#### ARTICLE 2 - SERVICE TO BE PERFORMED BY CONSULTANT

The CONSULTANT shall perform the Services as specifically stated in the Scope of Services (Attachment A, which is attached hereto and incorporated by reference as part of this Agreement), and as may be specifically designated and additionally authorized by the CITY. Any amendment to this Agreement shall be subject to approval of the City Manager or City Council as provided for in the CITY'S Code of Ordinances.

Should the need arise for CONSULTANT to provide testimony (or other services) in any legal action related to this Agreement, CONSULTANT shall provide such services for the compensation at the hourly rates in Attachment B.

#### ARTICLE 3 - COMPENSATION

3.1 The CITY shall pay CONSULTANT in accordance with Attachment B, Compensation for Services.

3.2 The lump sum annual fee and/or hourly rate for Expert Witness Services in Attachment B for all Services provided under the Agreement shall remain not be adjusted or amended for year 1 and 2 of the Agreement. The annual fee for subsequent years and any annual extension term may be subject to an annual adjustment based on the latest yearly percentage increase or decrease of the Consumer Price Index for All Urban Consumers (CPI-U) (All Items) for Miami-Fort Lauderdale-West Palm Beach, as published by the Bureau of Labor Statistics, U.S. Department of Labor for the October publication for the then current year, not to exceed 5%.

In order for an annual adjustment to occur, either the CONSULTANT or the CITY shall provide the other with a written request for an annual adjustment. Any such request for an annual adjustment by either party shall be provided to the other party no later than November 30 in each year of the Agreement and shall be provided to the attention of the contact as identified in Article 24. It shall be the responsibility of the party seeking the annual adjustment to confirm timely receipt of the annual adjustment request by the other party. In the event an adjustment is permitted, the Deputy City Manager will provide to the CONSULTANT a start date for the use of the updated lump sum annual fee and/or hourly rate for Expert Witness Services, if any, along with a copy of the updated Attachment B, which shall become an amendment to this Agreement.

#### **ARTICLE 4 - STANDARD OF CARE**

The CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional lobbying consultant, under similar circumstances and CONSULTANT shall, at no additional cost to the CITY, re-perform Services which fail to satisfy the foregoing standard of care.

#### **ARTICLE 5 – INDEMNIFICATION**

The CONSULTANT shall defend, indemnify and hold harmless the CITY, its officers, and employees from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the CITY to enforce this Indemnification Clause shall be borne by the CONSULTANT. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this Agreement.

#### **ARTICLE 6 - INDEPENDENT CONTRACTOR**

The CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. The CITY shall have no right to supervise the methods used, but the CITY shall have the right to observe such performance. The CONSULTANT's employees shall work closely with the CITY in performing Services under this Agreement, but shall not receive, or be entitled to receive, any City benefits, stipend or privileges afforded to City employees.

#### **ARTICLE 7 - COMPLIANCE WITH LAWS**

In performance of the Services, CONSULTANT will comply with applicable regulatory and other applicable requirements including federal, state, county and local laws, rules regulations, orders, codes, criteria and standards. Failure by the awarded firm to comply with the laws referenced herein shall constitute a breach of the awarded Agreement and the CITY shall have the discretion to unilaterally terminate this Agreement.

#### **ARTICLE 8 - INSURANCE**

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance policies, and provide originals or certified copies of all policies, and such coverages shall be written by an insurance company authorized to do business in Florida.

#### **WORKER'S COMPENSATION**

The CONSULTANT shall procure and maintain, for the life of this Agreement, Worker's Compensation & Employers Liability Insurance in compliance with Florida Statute 440. This coverage shall include Employers' Liability with limits meeting all applicable state and federal laws. This coverage shall also be maintained by all subcontractors to CONSULTANT. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**

#### **COMMERCIAL GENERAL LIABILITY**

The CONSULTANT shall procure and maintain, for the life of this Agreement, Commercial General Liability Insurance at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. CONSULTANT agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, Cross Liability or Separation of Insureds. The CONSULTANT agrees any self-insured retention or deductible shall not exceed \$25,000.

#### **Additional Insured Endorsements**

The CONSULTANT agrees to endorse the City of Boca Raton as an Additional Insured on the Commercial General Liability policy on a primary and non-contributory basis with CG 20 10 04 13 endorsement or ISO equivalent.

**BUSINESS AUTOMOBILE LIABILITY**

The CONSULTANT shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event CONSULTANT does not own automobiles, CONSULTANT agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

In the event that the CONSULTANT does not own any vehicles, the CITY will accept hired and non-owned coverage in the amounts listed above. In addition, the CITY will require an affidavit signed by the CONSULTANT indicating the following:

\_\_\_\_\_ does not own any vehicles.  
"Name of Consultant"

In the event we acquire any vehicles throughout the term of this Agreement,

\_\_\_\_\_ agrees to purchase "Any Auto" or  
"Name of Consultant"

Comprehensive Form coverage as of the date of acquisition.

CONSULTANT's Signature: \_\_\_\_\_

**PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS**

The CONSULTANT shall procure and maintain, for the life of this Agreement either Professional Liability Insurance or Errors and Omissions Insurance that is Project specific. This coverage is for damages arising out of the insured's negligence, mistakes or failure to take appropriate action in the performance of business or professional duties. This coverage shall be on a "Claims Made" basis and kept for at least 2 years after completion. The minimum limits of coverage shall be \$1,000,000 per claim with a deductible of no more than \$25,000.

**SUPPLEMENTAL PROVISIONS**

The insurance policy coverage as outlined herein shall remain in effect for the entire Agreement period. In the event of coverage cancellation, non-renewal, material change, modification or lapse of coverage, CONSULTANT shall notify the CITY within (30) business days with written notice of such to the Purchasing Division by email to [Purchasing-Insurance@myboca.us](mailto:Purchasing-Insurance@myboca.us).

All renewal or replacement certificates of insurance specific to the Agreement shall be forwarded to the City Department as identified in the Agreement. Original certificates to be sent attention of City of Boca Raton, Project Manager, unless notified otherwise.

**SUBCONSULTANT / SUBCONTRACTOR'S INSURANCE**

The CONSULTANT shall require each of his subconsultants/subcontractors to meet and maintain the same insurance requirements that are required of the CONSULTANT, except to the extent such insurance requirements for the subconsultant are expressly waived or amended in writing by the City's Risk Manager. Each subconsultants/subcontractor shall furnish to the CONSULTANT two copies of the Certificate of Insurance, and CONSULTANT shall furnish one copy of the Certificate to the City of Boca Raton.

**DEDUCTIBLES, COINSURANCE PENALTIES & SELF-INSURED RETENTION**

The CONSULTANT agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation.

**ARTICLE 9 - CITY'S RESPONSIBILITIES**

The CITY shall be responsible for providing information on hand, including any data available in the files of the CITY.

**ARTICLE 10 - TERMINATION OF AGREEMENT**

Upon termination and as directed by the CITY, the CONSULTANT shall deliver to the CITY all original papers, records, documents, drawings, and other material set forth and described in this Agreement, including those described in Article 18, that are in CONSULTANT'S possession or under its control arising out of or relating to this Agreement.

**10.1 Termination With Cause**

The obligation to continue Services under this Agreement may be terminated for cause by either party upon seven (7) days written notice of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

**10.2 Termination Without Cause**

The CITY shall have the right to terminate this Agreement or suspend performance thereof without cause for the CITY'S convenience upon fourteen (14) days written notice to the CONSULTANT, and the CONSULTANT shall terminate or suspend performance of Services on a schedule acceptable to the CITY or at the end of this fourteen (14) day period, at the option of the CITY. In the event of termination or suspension for the CITY'S convenience, the CITY shall pay the CONSULTANT for all Services performed through the date of notice of termination or suspension.

**10.3 Termination For Governmental Non-Appropriations**

The obligation of the CITY for payment to the CONSULTANT is limited to the availability of funds appropriated in a current fiscal period. Continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law and this Agreement, and shall be terminated without penalty to the CITY and without any default upon the last day in which funds were last appropriated.

**ARTICLE 11 - NONDISCLOSURE OF PROPRIETARY INFORMATION**

CONSULTANT shall consider all information provided by the CITY and all reports, studies, calculations, and other documentation resulting from the CONSULTANT'S performance of the Services to be proprietary unless such information is available from public sources or is a public record under Florida law. CONSULTANT shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of the CITY or in response to legal process.

**ARTICLE 12 - UNCONTROLLABLE FORCES**

Neither the CITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, Acts of God and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

**ARTICLE 13 - GOVERNING LAW / VENUE / WAIVER OF JURY TRIAL**

This Agreement shall be governed and interpreted by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County, Florida. **BY ENTERING INTO THIS AGREEMENT, THE CONSULTANT AND THE CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION ARISING UNDER OR RELATED TO THIS AGREEMENT.**

**ARTICLE 14 - MISCELLANEOUS**

**14.1 Nonwaiver**

A waiver by either the CITY or the CONSULTANT of any breach of or default under this Agreement shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this Agreement. In the event of a

written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

#### **14.2 Severability**

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void or voidable provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being held void should a provision which is of the essence of the Agreement be determined to be void by a court of competent jurisdiction.

#### **14.3 Political Campaigns**

During the term of this Agreement, the CONSULTANT or any employee or associate, shall not be involved in any political campaign for City elective office nor make financial contribution to any such campaign.

#### **14.4 Conflict of Interest**

Neither the CONSULTANT nor its employees or its subconsultant(s) shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with the CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

#### **14.5 Principal in Charge and Project Team**

The Services to be performed hereunder shall be performed by the CONSULTANT'S own staff, unless otherwise authorized in writing by the Deputy City Manager. The employment of, contract with, or use of the services of any other person or firm by the CONSULTANT, as independent consultant or otherwise, shall be subject to the prior written approval of the Deputy City Manager. The CONSULTANT agrees that the Principal in Charge (defined as individual with overall responsibility for completion of the Services) and Project Team (defined as group of individuals responsible for executing the tasks and producing the deliverables) shall not be removed by the CONSULTANT without the CITY'S prior written approval, and if so removed, must be immediately replaced with a person acceptable to the CITY.

The CONSULTANT agrees, within fourteen (14) calendar days of receipt of a written request from the CITY, to promptly remove and replace the Principal in Charge or any Project Team member, or any other personnel employed or retained by the CONSULTANT, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the CONSULTANT to provide and perform any of the Services pursuant to the requirements of this Agreement. Said request made by the CITY may be made with or without cause. Any personnel so removed must be immediately replaced with a person acceptable to the CITY, by obtaining written approval from the Deputy City Manager.

No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm, nor shall anything in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may then otherwise exist without regard to this Agreement.

### **ARTICLE 15 - INTEGRATION AND MODIFICATION**

This Agreement is adopted by the CITY and the CONSULTANT as a final, complete and exclusive statement of the terms of the agreement between the CITY and the CONSULTANT. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and the CONSULTANT pertaining to the Services, whether written or oral.

The Agreement may not be modified unless such modifications are evidenced by an amendment in writing signed by both the CITY and the CONSULTANT.

### **ARTICLE 16 - SUCCESSORS AND ASSIGNS**

The CITY and the CONSULTANT each bind itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement. Any assignment, sale, pledge or conveyance of this Agreement by the CONSULTANT must be previously approved in writing by the CITY, whose consent may be reasonably withheld.

#### **ARTICLE 17 - CONTINGENT FEES**

The CONSULTANT warrants that it has 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 it has 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 fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

#### **ARTICLE 18 - OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, electronic media (digital, video, CD-ROM), reports, or other information prepared under this Agreement shall become the property of the CITY upon completion, for its use and distribution as may be deemed appropriate by the CITY.

#### **ARTICLE 19 – MAINTENANCE OF RECORDS**

The CONSULTANT shall keep and maintain adequate records and supporting documentation which concern or reflect the Services hereunder. The records and documentation will be retained by the CONSULTANT for a minimum of five (5) years from the date of termination of this Agreement or such later date as may be required by Florida law. The CITY, or any duly authorized agents or representatives of the CITY, shall, free of charge, have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above, or such later date as may be required by law; provided, however, such activity shall be conducted only during normal business hours.

The records specified above include accurate time records, which the CONSULTANT agrees to keep and maintain, from day to day, showing the time expended by each principal and each employee of the CONSULTANT in performing the Services and therein specifying the services performed by each, with all such time records to be accurate to within one-half of an hour. At the request of the CITY, the CONSULTANT shall furnish to the CITY any of the aforesaid time records, as well as invoices and/or all proof and all invoices/receipts showing the CONSULTANT'S incurrence and/or payment of any reimbursable expenses.

#### **ARTICLE 20 – PUBLIC RECORDS**

20.1 The City of Boca Raton is a public agency subject to Chapter 119, Florida Statutes. This Agreement requires the CONSULTANT to provide services and therefore the CONSULTANT shall comply Section 119.0701, Florida Statutes. Specifically, the CONSULTANT shall:

20.1.1 Keep and maintain all public records related to the performance of the Services.

20.1.2 Upon request from the CITY's custodian of public records, provide the CITY 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 that provided in chapter 119, Florida Statutes, or as otherwise provided by law;

20.1.3 Ensure that public records that are exempt, or that are confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement.

20.1.4 Upon completion or other termination of the Agreement, keep and maintain the public records required by the CITY to perform the Services. The CONSULTANT shall meet all applicable requirements for retaining public records set out in Florida law.

20.1.5 In addition to maintaining the records pursuant to Paragraph Number 4 above, provide to the CITY all records that were stored electronically by CONSULTANT, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

20.2 The failure of the CONSULTANT to comply with the provisions set forth in this Article, or to comply with the CITY's request for records, shall constitute a default and breach of this Agreement, and the CITY shall, in its discretion, pursue any and all remedies against the CONSULTANT provided for under this Agreement or at law.

**20.3 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-393-7740, BRCITYCLERK@MYBOCA.US, CITY HALL, CITY CLERK, 201 W. PALMETTO PARK ROAD, BOCA RATON, FL 33432.**

#### ARTICLE 21 – PUBLIC ENTITY CRIMES

By its execution of this Agreement, the CONSULTANT acknowledges that it has been informed by CITY of and is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

#### ARTICLE 22 – SCRUTINIZED COMPANIES

22.1 Pursuant to Section 287.135, CONSULTANT is ineligible to enter into, or renew, this Agreement if CONSULTANT is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.

22.2 By entering into this Agreement, CONSULTANT certifies that CONSULTANT is not on the Scrutinized Companies that Boycott Israel List, and that CONSULTANT is not engaged in a boycott of Israel. CONSULTANT acknowledges that CONSULTANT executed a certification to this effect at the time it submitted a response to the CITY's Request for Proposal and that such certification was likewise accurate at the time of execution of this Agreement.

22.3 CONSULTANT shall notify the CITY if, at any time during the term of this Agreement, CONSULTANT is placed on the Scrutinized Companies that Boycott Israel List, or that CONSULTANT is engaged in a boycott of Israel. Such notification shall be in writing and provided by CONSULTANT to the CITY within ten (10) days of the date of such occurrence.

22.4 In the event the CITY determines, using credible information available to the public, that CONSULTANT has submitted a false certification or CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the CITY may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other damages and relief, against CONSULTANT, pursuant to Section 287.135, Florida Statutes. In addition, the CITY may pursue any and all other legal remedies against CONSULTANT.

22.5 The CONSULTANT shall not seek damages, fees, or costs against the CITY in the event the CITY terminates the Agreement pursuant to this provision.

**ARTICLE 23 – E-VERIFY**

By entering into this Agreement, the CONSULTANT becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021), and requiring all subcontractors/subconsultants to provide an affidavit attesting that the subcontractor/subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor/subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the CONSULTANT, the CONSULTANT may not be awarded a public contract for a period of 1 year after the date of termination. Should CONSULTANT violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

**ARTICLE 24 - NOTICE**

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

**As To CITY**

City of Boca Raton  
201 W. Palmetto Park Road  
Boca Raton, FL 33432  
Fax: 561-367-7014  
Email: gbrown@myboca.us

Attention: George S. Brown, Deputy City Manager  
with copy to Mary Siddons, City Clerk, msiddons@myboca.us

**As to CONSULTANT:**

Capital City Consulting, LLC  
124 West Jefferson Street  
Tallahassee, FL 32301  
Email: jared@cccfla.com

Attention: Jared Rosenstein, Partner

Notices shall be effective when delivered to the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile and email are acceptable notice effective when received, however, facsimiles and emails received (i.e. printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the CONSULTANT and CITY.

**ARTICLE 25 – USE OF SUBCONSULTANTS OR SUBCONTRACTORS**

CONSULTANT is liable for all the acts or omissions of its subconsultants or subcontractors. By appropriate written agreement, the CONSULTANT shall require each subconsultant or subcontractor, to the extent of the Services to be performed by the subconsultant or subcontractor, to be bound to the terms and requirements of this Agreement and to be bound to the CONSULTANT for, and assume toward the CONSULTANT, all the obligations and responsibilities which the CONSULTANT, by this Agreement assumes toward the CITY. Each subconsultant or subcontract agreement shall preserve and protect the rights of the CITY under this Agreement with respect to the Services to be performed by the subconsultant or



subcontractor so that the subconsulting or subcontracting thereof will not prejudice such rights. The CONSULTANT shall require each subconsultant or subcontractor to enter into similar agreements with its sub-subconsultants or sub-subcontractors.

The CONSULTANT acknowledges and agrees that nothing in this Agreement shall be construed to create any contractual relationship between the CITY and any subconsultant or subcontractor of the CONSULTANT or any sub-subconsultant or sub-subcontractor of the CONSULTANT's subconsultant or subcontractor.

#### **ARTICLE 26 – EXECUTION OF DOCUMENTS**

Each party is hereby authorized to accept and rely upon signature transmitted through electronic means of the other party on this Agreement or any Amendment hereto. Any such signature shall be treated as an original signature for all purposes. Each party is hereby authorized to accept and rely upon documents in paper or electronic format.

IN WITNESS WHEREOF, the City of Boca Raton has caused these presents to be signed by the City Manager, and Capital City Consulting, LLC has executed this Agreement, all as of the day and year first above written.

CITY OF BOCA RATON

Date:

12/30/2021

By:

Leif J. Ahnell, C.P.A. C.G.F.O.  
City Manager

CAPITAL CITY CONSULTING, LLC

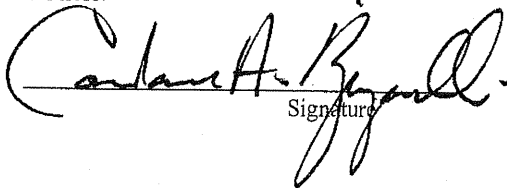
Date:

12/22/2021

By:

Jared Rosenstein

Witness:

  
Signature

Name:

Jared Rosenstein

Title:

Partner

President (or other duly authorized Officer)  
(Attach Resolution/Bylaw of authorization if no  
President)

**ATTACHMENT A**  
**SCOPE OF SERVICES**

**A. SCOPE OF SERVICES**

The CONSULTANT, in accordance with the highest legal, ethical, and professional standards, shall consult and advise the CITY, as requested, on all proposed or pending legislation before the Florida Senate and House of Representatives in regular session, special session or committee, and on regulatory or funding matters before the Governor, Cabinet, State agencies or other public bodies of the State.

The services by the CONSULTANT shall include, but not be limited to:

1. Assisting in the formulation of strategies to deal with the governmental agencies and State departments that regulate and fund municipal programs in areas of importance to Boca Raton: land development, transportation, water & wastewater, security and emergency preparedness, environment, home rule, and appropriations.
2. Monitoring, identifying and prioritizing any and all proposed legislation that may impact the CITY.
3. Assisting in development and evaluation of strategies for the support, opposition and/or amendment of pending legislation directly affecting the CITY.
4. Advocating CITY interests during the legislative or regulatory process through face-to-face, electronic and written communications with appropriate persons.
5. Identifying, analyzing and reporting political and/or policy trends that may affect the direction or development of legislation that may impact the CITY.
6. Assisting the CITY in obtaining and facilitating State grants and permits.
7. Ensuring receipt of all funding directly allocated to the CITY in State department budgets.
8. Providing documentation and research materials upon request.
9. Providing the CITY with a written report of activities at any time upon request.
10. Providing the CITY with biweekly reports during the regular legislative session and any special session, and a summary of all legislative changes at the end of all regular or special sessions.
11. Maintaining a full-time functional office in Tallahassee or maintaining a full-time functional office in the vicinity with ability to provide consistent attendance /presence at legislative sessions, meetings, etc. in Tallahassee.
12. Maintaining a clear understanding of the City of Boca Raton, and policy and funding issues important to the CITY.
13. Maintaining a clear strategy for representing the CITY at meetings with key legislators, State staff and members of the Governor's Office.

Beyond the list of actions items identified by the CITY, CONSULTANT will track, monitor and report on legislative issues that will have an impact on the CITY.

**B. IMPLEMENTATION PLAN**

CONSULTANT will follow an implementation plan as summarized below, and on an as needed basis, revisit the priority list established by the CITY which will be provided to the CONSULTANT on an annual basis.

The priorities the CONSULTANT will advocate for or against will be determined in conjunction with the CITY, and an action plan that includes time frames and objectives will be developed.

The CONSULTANT will facilitate communication between the CITY and the legislative delegation. It is imperative that all sides understand the legislative priorities outlined by the CITY and that achievable goals and expectations are communicated between both parties.

#### **Summary of Implementation Plan**

- Working with CITY staff, identify and review all areas of concern and establish legislative, policy and appropriations goals and priorities to be addressed
- Develop and communicate an overall strategy and detailed action plan for accomplishing the established goals
- Proactively work with key legislators, committee chairs, legislative staff and executive branch leaders to implement the overall strategy for the CITY
- Track, monitor and report on legislation impacting the CITY
- Meet with CITY staff to establish specific strategy for appropriations goals
- Prepare and process applications for relevant Legislative Budget Requests in furtherance of the CITY'S appropriations goals
- Assist with pursuing funding from local, state and federal sources
- Communicate with CITY staff by email, phone calls, conference calls, in-person meetings and written reports.

#### **C. EXPERT TESTIMONY**

In the event CONSULTANT is called on to provide expert advice and/or expert witness testimony in any court or administrative proceeding arising from or related to projects for which CONSULTANT provides services under this Agreement, CONSULTANT shall provide those services at the hourly rate for Expert Witness Services in Attachment B.

**ATTACHMENT B**  
**COMPENSATION FOR SERVICES**

**Lump Sum Annual fee for provision of State Lobbying Services: \$50,000**

- The annual fee will be prorated into 12 monthly installments.
- The annual fee is all inclusive and no additional fees for expenses (i.e. travel, registration fees, per diem, etc.) will be paid/reimbursed.

**Hourly rate for Expert Witness Services: \$250\***

\*Reimbursement for travel shall be a direct pass through, and approved in advance by the CITY in the event that Expert Witness Services are required in conjunction with the scope of services herein.