

CONTRACT FOR LOBBYIST/CONSULTANT SERVICES

THIS CONTRACT is made as of the 18th day of July, 2023, by and between the Town of Highland Beach, a Florida municipal corporation ("Town") with a mailing address of 3614 South Ocean Boulevard, Highland Beach, FL 33487 and Capital City Consulting, LLC ("Consultant"), with a mailing address of 124 West Jefferson Street, Tallahassee, FL 32301.

WHEREAS, the Town wishes to retain the services of Consultant to represent the Town before Florida's legislative and executive branches pursuant to the terms and condition of this Contract.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Contract, the receipt and sufficiency of which is acknowledged by both parties, the Town and Consultant agree as follows:

SECTION 1: SCOPE OF SERVICES.

Consultant shall assist the Town with Representative Gossett-Seidman's request for an Auditor General operational audit of its Agreement with the City of Delray Beach. Consultant shall engage with elected officials and staff in both the Florida House of Representatives, the Florida Senate, and the Governor's Office to help raise the Town's political profile as this audit is conducted. Additionally, Consultant shall assist the Town with both legislative budget requests and executive branch grant funding opportunities. Jared Rosenstein and Nick Iarossi will have primary responsibility for this engagement.

SECTION 2: TERM.

The term of this Contract shall commence upon approval by both parties and shall continue through March 8, 2024.

SECTION 3: FEES.

Consultant shall provide its services for a one-time fee of Twenty-Five Thousand Dollars (\$25,000.00), payable upon execution of this Contract by the Town. Additionally, the Town shall reimburse Consultant for out-of-pocket expenses, such as travel required by the Town's representation, lobbyist registration fees, Consultant's employees' meals while meeting with legislators and staff and any other nonstandard office expenses. Consultant shall use its best efforts to keep such expenses to a minimum and obtain the Town's written consent to any expenditure in excess of one hundred dollars (\$100.00). Consultant shall also split the expenses among clients where appropriate. Consultant shall not pay for meals or expenses of legislators or other government officials.

SECTION 4: CONFIDENTIALITY.

To the extent permitted by law, Consultant shall treat all information, communications, or materials of the Town as confidential and shall not disclose or divulge same unless otherwise directed or authorized by the Town or ordered to do so by a court of competent jurisdiction.

SECTION 5: REPORTING.

Consultant shall monitor all relevant actions of the Legislature and provide oral and written reports. Consultant shall be available to meet or discuss the status of any activities undertaken on behalf of Town. At mutually convenient times, Consultant shall schedule periodic meetings or conference calls at the Town's direction to review the progress of any given task or project. Consultant's employees are continuously available by telephone, e-mail, and cell phone to serve the Town's communication needs.

SECTION 6: INDEPENDENT CONTRACTOR.

Consultant is, and shall be, in the performance of all services under the Contract, an independent contractor, and not an employee, agent, or servant of the Town. All persons engaged in any of the services performed pursuant to this Contract shall at all times be subject to Consultant's sole direction, supervision, and control. Consultant shall exercise control over the means and manner in which its employees, agents and contractors perform the services.

SECTION 7: ETHICAL AND LEGAL CONSIDERATIONS.

Consultant agrees to comply with all applicable local, state, and federal laws, rules, and regulations in its representation of the Town under this Contract. 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 50% toward executive branch lobbying efforts and 50% toward legislative.

SECTION 8: CONFLICTS OF INTEREST.

Consultant does not foresee any potential conflicts of interest with current clients. However, if a conflict does arise with a future client, Consultant agrees to disclose the conflict to both parties as soon as practical and will attempt to resolve such conflict to the satisfaction of both parties. If a resolution agreeable to both parties is not achievable, then Consultant must resolve the conflict in favor of any client represented prior to the Town's initial retention of Consultant.

SECTION 9: INDEMNIFICATION.

Consultant shall indemnify, hold harmless and, at the Town's option, defend or pay for an attorney selected by the Town to defend, the Town and its officials, employees, and representatives, against any claim, action, loss, damage, injury, liability, cost or expense including, but not limited to, reasonable attorneys' fees and court costs at all trial and appellate levels, directly or indirectly arising out of or related to any omission or act by the Consultant, its directors, officers, employees, agents, contractors, subcontractors, licensees or representatives, in the performance of this Contract. Nothing contained in this provision or in any of the Contract Documents shall be construed or interpreted as consent by the Town to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

SECTION 10. PUBLIC ENTITY CRIMES.

As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Contract, Consultant certifies that it and its affiliates who shall perform services hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

SECTION 11: TERMINATION AND EFFECT OF TERMINATION.

The parties acknowledge and agree that the Town is a political subdivision of the State of Florida, and as such, the Contract is subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in the Contract to the contrary, in the event that no funds are appropriated or budgeted by the Town in any fiscal year to pay the costs associated with the Town's obligations under the Contract Documents, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period and the Town is not seeking the same or similar services from a competitor of Consultant, then the Town will notify Consultant of such occurrence and either the Town or Consultant may terminate the Contract by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with this section shall be without penalty or expense to the Town, including, but not limited to any early termination fees or costs, except that the Town shall be responsible for any amount owed to Consultant for services provided prior to and through the date of termination.

SECTION 12. PALM BEACH COUNTY INSPECTOR GENERAL.

In accordance with Palm Beach County Ordinance No. 2011-009, this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. Consultant should review Palm Beach County Ordinance No. 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

SECTION 13. LAW, VENUE, AND REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: ENTIRETY OF CONTRACT.

The Town and Consultant agree that the Contract sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of

the provisions, terms and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 15: SURVIVAL.

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

SECTION 16: SEVERABILITY.

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Contract shall be deemed valid and enforceable to the extent permitted by law.

SECTION 17: AUDIT; RECORDS.

Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the services for at least three (3) years after completion of the Contract. The Town shall have reasonable access, during normal business hours, to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours and upon reasonable prior notice, at Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 18: PUBLIC RECORDS.

Consultant shall comply with Florida's Public Records Laws, and, if it is acting on behalf of the Town as provided under section 119.011(2), specifically agrees to:

- A. Keep and maintain public records required by the Town to perform the service.
- B. Upon request from public agencies custodian of public records, provide the Town 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 the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure 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 term and following completion of the Contract if Consultant does not transfer the records to the Town.
- D. Upon completion of the contract, transfer, at no cost, to the Town all public records in possession of Consultant or keep and maintain public records required by the Town to perform the service. If Consultant transfers all public records to the Town upon completion of the Contract, Consultant shall destroy any duplicate public records that are confidential and exempt from public records disclosure

requirements. If Consultant keeps and maintains public records upon completion of the Contract, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TOWN OF HIGHLAND BEACH: LANELDA GASKINS, AT (561) 278-4548, LGASKINS@HIGHLANDBEACH.US, 3614 SOUTH OCEAN BOULEVARD, HIGHLAND BEACH, FL 33487.

SECTION 19: SCRUTINIZED COMPANIES.

Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Contract at its sole option if Consultant or any of its subcontractors are found to have submitted a false certification; or if Consultant or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

SECTION 20: E-VERIFY.

Pursuant to Section 448.095(2), Florida Statutes, the Consultant shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
- C. Maintain copies of all subcontractor affidavits for the duration of this Contract;
- D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and
- F. Be aware that if the Town terminates this Contract under Section 448.095(2)(c), Florida Statutes, Consultant may not be awarded a public contract for at least one

year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year set forth above.



TOWN OF HIGHLAND BEACH, FLORIDA

By: *Natasha Moore*
Natasha Moore, Mayor

ATTEST:

Approved as to form and legal sufficiency:

 Lanelda Gaskins
Lanelda Gaskins, Town Clerk
7/18/2023

 [Signature]
Glen Torcivia, Town Attorney

CONSULTANT:
CAPITAL CITY CONSULTING, LLC

By: *[Signature]*
Print Name: Jared Rosenstein
Title: Partner

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 7 day of July, 2023, by *Jared Rosenstein* , who was physically present, as *partner* , of Capital City Consulting, LLC, which is authorized to do business in the State of Florida, and who is personally known to me or produced _____ as identification.



Notary Public
 [Signature]
Print Name: *Breannah Goodson*
My commission expires: *11/19/24*