



MEMORANDUM

FROM: Cordy Crane, Executive Assistant
DEPT: City Manager's Office
TO: Edward Lavallee, City Manager
DATE: April 25, 2024
RE: Mayor's Signature

SUBJECT: Capital City Consulting Renewal Agreement

BACKGROUND:

The agreement between the City of Venice and Capital City Consulting was originally with Persson, Cohen, Mooney, Fernandez & Jackson, P.A. The new agreement dated April 26, 2024 is with the City of Venice, and includes an addendum that was not part of the previous agreement.

REQUESTED ACTION:

Mayor sign agreement and addendum

Cc:

+

Review of Contract Routing Tracker:

(Initial or Signature to indicate your Review/Approval)

City Manager Reviewed: [s]  Edna L. Lavelle (May 13, 2024 09:02 EDT)

City Attorney Reviewed: [s] 

Risk Management Reviewed: [s]

Finance Department Reviewed: [s] Allen A. Bone CAPD, CAPB, Mfg-CAP

Funds Availability (account #): 001-0201-512.31-00

Project #:

N/A

Properly Executed Contract:

Verification that all required signatures are present on the contract:

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	City Manager (Operational)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mayor (All others)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	City Clerk
<input checked="" type="checkbox"/>	<input type="checkbox"/>	City Attorney
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notary Public

Meta-Data Entry:

Vendor Name: Capital City Consulting

Document Date: 3/21/24

Expiration Date: 9/9/99

(Note: If expiration date must be calculated go to [Date Calculator: Add to or Subtract From a Date](#))

Contract Type: Select

Contract Term: In Perpetuity

(Note: Initial term plus renewable # of times for length of term, for example "3 Years + 2 x 1 Year")

Is this a Capital Improvement Contract Yes/No

Insurance Expiration 1:

Insurance Expiration 2:

Is Contract Renewable Yes/No

Contract Status: On Going (no exp date)

One-time E-mail Notification: Select

Notify Contract Department 1:

Notify Contract Department 2:

Notify Contract Department 3:

(*For Record Retention Staff Completion Only*):

Note: Complete the information below just prior to scanning. Then attach this document as the last page of the contract to be scanned.

Scanned by: Select

Date scanned:

Original returned to (Staff name and Dept):

Date returned:



April 26, 2024

Edward F. Lavallee
City Manager
The City of Venice
401 W. Venice Ave
Venice, Florida 34285

Re: Lobbyist/Consultant Agreement

Dear Mr. Lavallee:

Capital the City Consulting, LLC, (hereinafter "CCC") welcomes the opportunity to represent The City of Venice (hereinafter "the City") 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 is intended to set forth our understanding as to the nature, scope and terms of professional consulting services CCC has agreed to provide to the City.

SCOPE OF SERVICES. CCC agrees to represent The City of Venice as independent contractors during legislative sessions and committee weeks to monitor all actions of the legislative and executive branches and provide lobbying services to secure state appropriations for the City.

TERM. The term of this relationship shall begin on May 1, 2024 and continue until cancelled with 30 days advanced written notice by either party.

FEES. CCC will provide the above referenced professional services for an annual fee of \$60,000 payable in monthly payments of \$5,000. In addition to our fee for services, we also charge separately for out-of-pocket expenses such as travel required in your representation, lobbyist registration, CCC members' meals while meeting with legislators and staff, and any other nonstandard office expenses. We make every effort to keep these expenses to a minimum and often times split expenses amongst multiple clients if appropriate. CCC does not pay for meals or any expenses of legislators or other government officials.

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

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 the City. 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 the City.

ETHICAL AND LEGAL CONSIDERATIONS. CCC agrees to comply with all applicable local, state and federal laws, rules and regulations in its representation of the City 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 10% toward executive branch lobbying efforts and 90% 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 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 the City's initial retention of CCC.

PUBLIC RECORDS. As a vendor to a government entity, CCC is mindful of the obligations of Chapter 119, Florida Statutes ("Public Records Law"). At times, CCC can be called upon to assist the City in fulfilling its obligations under the Public Records Law. In that event, CCC will separately charge the City for CCC's costs in complying with such a request, including any out-of-pocket costs incurred by CCC's counsel or technology vendor. The City agrees to pay CCC for those additional items, should CCC be called upon to assist the City in complying with requests under the Public Records Law.

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 six members of our firm, including myself, are Florida licensed attorneys, this representation is not for legal services.

Nick Iarossi and Chris Schoonover will have primary responsibility for this engagement.

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.

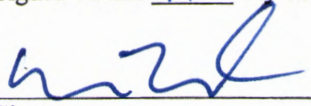
Sincerely,



Nick Iarossi

I agree with the terms of this letter contract on behalf of The City of Venice.

Signed on this 14 day of May 2024.


Signature

Mayor
Title

ADDENDUM TO AGREEMENT

This ADDENDUM TO AGREEMENT ("Addendum") is by and between the City of Venice (the "City") and Capital City Consulting, LLC ("CCC"). (City and CCC being collectively referred to herein as the "Parties").

WHEREAS, simultaneously with this Addendum the Parties are entering into a Lobbyist/Consultant Agreement under which CCC will provide professional consulting services for the City (the "Agreement"); and

WHEREAS, the City is a "public agency" pursuant to Section 119.0701(1)(b), Florida Statutes, and Chapter 119, Florida Statutes, provides for certain contract requirements related to public records in certain public agency contracts for services; and

WHEREAS, the City and CCC are subject to the requirements of Section 448.095, Florida Statutes, related to registration and use of the E-Verify system; and

WHEREAS, the City and CCC wish to enter into this Addendum to Agreement to address these and other contractual provisions the Parties intend to have made part of the Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

1. CCC agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the City in order to perform the services under the Agreement by doing the following: upon the request of the City's Custodian of Public Records, providing the City with copies of or access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by Florida law; by 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 term of this Agreement and following completion of the Agreement if CCC does not transfer the records to the City; and upon completion of the Agreement by transferring, at no cost, to the City all public records in possession of CCC or by keeping and maintaining all public records required by the City to perform the services. If CCC transfers all public records to the City upon completion of the Agreement, CCC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CCC keeps and maintains public records upon completion of the Agreement, CCC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's Custodian of Public Records, in a format that is compatible with the information technology systems of the City.

IF CCC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CCC'S DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THE AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, KELLY MICHAELS, CITY CLERK, AT 401 W. VENICE AVENUE, VENICE, FL 34285, TEL. (941) 882-7390, OR KMICHAELS@VENICEFL.GOV.

2. CCC and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. CCC agrees and acknowledges that the City is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the City has a good faith belief that CCC has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the City shall terminate the Agreement. If the City has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the City shall promptly notify CCC and order CCC to immediately terminate the contract with the subcontractor. CCC shall be liable for any additional costs incurred by the City as a result of the termination of the Agreement based on CCC's failure to comply with the E-Verify requirements referenced herein.


3. CCC has a continuous duty to disclose to the City if CCC or any of its affiliates, as defined by Section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to Section 287.133(2)(a), F. S.: "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 rely on a contract to provide any goods or services 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."

4. Pursuant to Section 287.135, F.S., the Agreement may be terminated by the City if CCC is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Addendum to Agreement to be executed by their respective duly authorized officers as of the date indicated.

Capital City Consulting, LLC


BY:  _____

Nick Iarossi

Signed by (typed or printed)

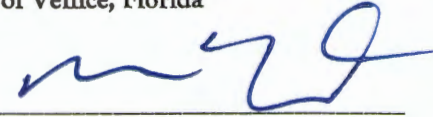
Date: 4/26/2024

ATTEST:



Kelly Michaels, City Clerk

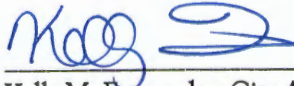
City of Venice, Florida

BY: 

Nick Pachota, Mayor

Date: 05/14/2024

Approved as to Form and Correctness



Kelly M. Fernandez, City Attorney












Capital City Agreement

Final Audit Report

2024-05-13

Created:	2024-05-08
By:	Cordy Crane (CCrane@Venicefl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2_y3fQNbEQCU-vrlcNgrZodTHalUW1Ql

"Capital City Agreement" History

-  Document created by Cordy Crane (CCrane@Venicefl.gov)
2024-05-08 - 7:51:14 PM GMT
-  Document emailed to Peter Boers (PBoers@venicefl.gov) for signature
2024-05-08 - 7:52:47 PM GMT
-  Email viewed by Peter Boers (PBoers@venicefl.gov)
2024-05-08 - 7:53:56 PM GMT
-  Document e-signed by Peter Boers (PBoers@venicefl.gov)
Signature Date: 2024-05-08 - 7:55:31 PM GMT - Time Source: server
-  Document emailed to David Jackson (djackson@flgovlaw.com) for signature
2024-05-08 - 7:55:33 PM GMT
-  Email viewed by David Jackson (djackson@flgovlaw.com)
2024-05-09 - 12:27:12 PM GMT
-  Document e-signed by David Jackson (djackson@flgovlaw.com)
Signature Date: 2024-05-09 - 12:30:59 PM GMT - Time Source: server
-  Document emailed to Edward Lavalley (elavalley@venicefl.gov) for signature
2024-05-09 - 12:31:00 PM GMT
-  Email viewed by Edward Lavalley (elavalley@venicefl.gov)
2024-05-13 - 1:02:35 PM GMT
-  Document e-signed by Edward Lavalley (elavalley@venicefl.gov)
Signature Date: 2024-05-13 - 1:02:57 PM GMT - Time Source: server
-  Agreement completed.
2024-05-13 - 1:02:57 PM GMT