

**CONTRACT BETWEEN**  
**THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**  
**AND**  
**CAPITAL CITY CONSULTING, LLC.**

This contract ("Contract") entered into this 20th day of May 2020, between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic of the state of Florida, ("School Board") and CAPITAL CITY CONSULTING, LLC., a Florida limited liability company, located at 124 West Jefferson Street, Tallahassee, FL 32301 ("Consultant") to provide lobbying services as are fully described in Scope of Work attached hereto as Exhibit "A" ("Scope of Work").

**SECTION I - Term of Contract**

This Contract shall be for the term ("Term") of three (3) year beginning July 1, 2020 {the "Effective Date"} through June 30, 2023 {the "Expiration Date"}.

**SECTION II - Services**

The Consultant shall provide the consulting services more fully set forth in the Scope of Work, which is attached hereto as Exhibit "A" incorporated herein by this reference. In the performance of these services:

- A. The Consultant shall have the right to work for other clients, provided that representation by Consultant of other clients does not create a conflict of interest or interfere, in the reasonable discretion of the School Board, with Consultant's duties under this Contract. Specifically, Consultant shall not represent another client whose interests are or become inconsistent with that of the School Board. The Consultant shall provide a list of its clients to the School Board upon the execution of this Contract, attached hereto as Exhibit "B". The Consultant agrees to resolve any and all conflicts that may arise during the Term of this Contract in favor of the School Board.
- B. On behalf of the School Board, the Consultant shall not publicly endorse or campaign for or against: (i) any candidate; or (ii) any issue inconsistent with the School Board's legislative platform, except with the prior consent of the School Board. The Consultant shall not publicly endorse or campaign for or against a School Board candidate.
- C. During the Term of this Contract, the Consultant shall not lobby the School Board on behalf of any vendor or entity that has a present agreement or contract with the School Board or is seeking an agreement or contract with the School Board.
- D. Consultant shall be responsible, at Consultant's sole expense, for equipping and maintaining an office, including any clerical aid, supplies, computer and telecommunications equipment, (telephone, cellular, fax, internet ISP) necessary in the performance of the services. The School Board shall provide Consultant with a District email address and access in order for consultant to communicate with School Board members and appropriate District staff, as warranted. The Board's Chief of Staff ("COS") shall serve as the Consultant's contact point for receipt and distribution of School Board or Consultant documents, materials and other related information.
- E. Consultant, after consultation with the School Board, Superintendent and/or COS, shall be solely responsible for and have control over the time, date, location, means, methods, techniques, sequences and procedures for providing all services performed under this Contract.
- F. The Consultant shall have no set work hours and its schedule will be determined by them, but all efforts will be made to accommodate meeting and telecommunication needs of the School Board, Superintendent and

staff.

G. The School Board or its designee shall make available to the Consultant, data and other resources as may be required to ensure the success of the legislative programs.

H. The School Board or its designee shall prepare all budget summary information, including data comparisons, spreadsheets, and graphical representations as may be required to assist the Consultant.

### **SECTION III - Fees and Expenses Associated with Services**

A. Consultant shall be paid for services as set forth in Exhibit "C", attached hereto and made a part hereof.

B. Consultant shall be responsible for all expenses, including travel expenses within Palm Beach County and travel expenses outside of Palm Beach County, including but not limited to meal and lodging, for legislative committee meetings attended during the normal pre-session, 60-day regular session, special sessions that occur concurrently with committee meeting weeks, Florida School Board Association meetings, Greater Florida Consortium of School Boards meeting, Florida Education Legislative Liaisons meetings, related meetings with legislative or Department of Education staff in Tallahassee. The School Board shall be responsible for any travel costs for meetings attended that are in addition to those listed herein as requested or approved by the School Board, Superintendent or COS. All travel reimbursement shall be limited to and in accordance with Florida Statutes §112.061 and Board policy.

B. Consultant shall be responsible for all lobbyist registration fees and costs.

C. Any additional personnel necessary for the Consultant to fulfill its responsibilities enumerated herein shall be at the expense of the Consultant.

### **SECTION IV - Consultant Evaluation**

Evaluation Instrument. Consultant will be evaluated using instrument as set forth in Exhibit "D", attached hereto and made a part hereof.

Efficacy Survey. As part of the evaluation process, the School Board shall have the right to develop a survey instrument ("Survey") that solicits input from the Palm Beach County legislative delegation, and other education stakeholders on the Consultant's performance and to consider the responses received in the School Board's evaluation of the Consultant.

Self-Evaluation. The Consultant shall provide the School Board a self-appraisal of their accomplishments and attainment of agreed-upon performance objectives and goals, which will be a part of the Consultant's evaluation.

Evaluation in the Sunshine. Each School Board member may meet individually, subject to any Sunshine law requirements, with the Consultant to review the Consultant's performance in accordance with criteria set forth in the evaluation instrument. Such meetings shall consist of full and frank exchanges between the Consultant and the individual School Board member, nor the disclosure by the Consultant to a School Board member of another School Board member's views. Such meetings may be held in advance of Consultant's evaluation or at any other time as may be requested by a School Board member or the Consultant.

Extension of Dates. The evaluation dates set forth herein may be altered or rescheduled by mutual agreement of the Parties. In the event of a disagreement as to a proposed alteration or rescheduling of an evaluation date or dates, the decision of a simple majority of the School Board shall be final. Reasons for the alteration or rescheduling of an evaluation date or dates may include, but not be limited to, allowing for the receipt and consideration by the School Board of Survey results; accommodating the schedule of the Consultant; or,

accommodating the schedule of the School Board or its members.

#### **SECTION V - Consultant/School Board Relations**

School Board/Consultant Cooperation. Consultant and School Board acknowledge that the professional services are of great importance to the School Board. As such, the Consultant shall endeavor to communicate effectively and directly with the School Board, as a whole, in a timely manner, and seek direction and approval from the School Board as may be necessary to effectuate the services herein. Additionally, the Consultant shall work with the School Board, Superintendent and School District staff to develop and maintain a spirit of cooperation and teamwork in which the School Board will accept responsibility for formulating and adopting policy and for acting upon matters requiring the School Board's corporate action pursuant to Florida law.

Board is a Collective Body. The School Board acknowledges that it is a collective body. Each School Board member acknowledges that his/her power as a School Board member is derived from the collective deliberation and action of the School Board as a whole taken at a duly constituted public meeting and that no School Board member has individual authority to give direction to the Consultant regarding the services provided under this Contract. However, the Consultant may communicate with individual School Board members as long as all reports, memos, emails or other communications shall be provided to all School Board members as well as the Superintendent and COS. Communication with School Board members shall be in conformance with applicable Sunshine laws and Consultant shall not act as a conduit between School Board members or poll School Board members. Any individual School Board member may request the Consultant to attend community meetings so long as non-partisan positions taken are consistent with approved School Board positions, and that all School Board members and the Superintendent are informed as a part of Consultant's regular reports.

#### **SECTION VI - Indemnification/Hold Harmless Agreement**

Consultant shall, in addition to any other obligation to indemnify the School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged ("Losses");

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by Consultant in the performance of the work; or
- C. claims by third parties (including, but not limited to, Consultant's employees or subcontractors) based upon an alleged breach by Consultant of any agreement with such third party (e.g., an employment agreement).

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Consultant of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Consultant recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Contract.

## SECTION VII - Insurance

Insurance will be required as stated below. The School Board shall be named as an additional insured. The Consultant shall provide the Certificate(s) of Insurance for required coverage within seven (7) days of the date of request by the Purchasing Department, but in any respect at least thirty (30) days prior to the commencement of any Term. For all contracts with an amount of \$500,000 or more the actual INSURANCE POLICY must be included with the Certificate of Insurance.

A. **WORKERS' COMPENSATION:** Consultant must comply with Section 440, Florida Statutes, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits or elective exemptions as defined in Florida Statute 440 will be considered on a case by case basis.

Required Endorsements:

- o Waiver of Subrogation -WC 0003 13 or its equivalent

B. **COMMERCIAL GENERAL LIABILITY:** Consultant shall procure and maintain, for the life of the contract, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the contract. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

Required Endorsements:

- o Additional Insured - CG 20 26 or CG 20 10 and CG 20 37 or their equivalents.

Note: CG 20 10 or CG 2026 must be accompanied by CG 20 37 to include products/completed operations.

- o Waiver of Transfer Rights of Recovery - CG 24 04 or its equivalent.
- o Primary and noncontributory- CG 2001 or its equivalent.

Note: If blanket endorsements are being submitted, please include the entire endorsement and applicable policy number.

## SECTION VIII -Termination of Contract

The School Board, reserves the right to terminate this Contract for convenience, at any time and for no reason, upon giving 30 days' prior written notice to Consultant. If the Contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under the Contract except the obligation to pay to Consultant for the prorata portion of the Contract through the effective date of termination. The Consultant shall not be entitled under any theory to payment for work not actually performed or lost profits.

If the Consultant materially breaches its obligations under this Contract, the School Board will provide written notice of the deficiency by forwarding a cure notice citing the specific nature of the material breach. The Consultant shall have thirty (30) days to cure the breach. If the Consultant fails to cure the breach within the thirty

(30) day period, the School Board shall issue a Termination for Default Notice. Once the School Board has notified the Consultant that it has materially breached its Contract with the School Board, by sending a Termination for Default Notice, the School Board shall determine whether the Consultant should be suspended from doing future work with the School Board, and if so, for what period of time. The School Board will consider the seriousness of the breach in making a determination as to whether a Consultant should be debarred, and if so, for what period of time. Should the School Board terminate for default in accordance with this provision, the School Board shall be entitled to recover procurement costs in addition to all other remedies under law and/or equity. For purposes of this Section, a "material breach" shall be defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract.

The Consultant shall have the option to terminate the Contract upon written notice to the COS. Such notice must be received at least 30 days prior to the effective date of termination and no termination by Consultant shall occur during the period of October 1st to May 15th of each year or during any Special Legislative Sessions convened during the Term of this Contract.

#### **SECTION IX - Jessica Lunsford Act**

All Contract personnel (vendors, individuals, or entities) under contract with the School Board who are permitted access on school grounds when students are present, who may have direct contact with any student of the School Board, or who may have access to or control of school funds must be fingerprinted and background checked. The Consultant agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost of the Consultant. Consultant shall not begin providing services contemplated by this Contract until Consultant receives notice of clearance by the School Board. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Consultant (or discontinuation of Consultant's services) on the basis of these compliance obligations. Consultant agrees that neither the Consultant, nor any employee, agent or representative of the Consultant who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes §435.04 will be employed in the performance of this Contract.

#### **SECTION X. - Default**

The obligations and duties of the Consultant set forth in Sections II and V and Exhibit "A" and the time periods associated therewith are deemed material terms of this Contract and shall be strictly enforced with time being of the essence. The failure of the Consultant to timely fulfill them shall be considered a material breach of this Contract. The parties agree that, in the event either party is in default of its obligations under this Contract, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be entitled to seek any remedy available to it at law or equity, including, but not limited to, the right to terminate this Contract and seek damages, if any. As a condition precedent to a party bringing any suit for breach of this Contract, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The existence of a dispute shall not excuse the parties from

performance pursuant to this Contract. This remedy is supplemental to any other remedies available at law.

#### **SECTION XI - Commercial Non-Discrimination**

Consultant shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers or commercial customers. Consultant shall provide equal opportunity for subcontractors to participate in all of its public sector and private sector subcontracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in Palm Beach County School Board Policy 6.143. Consultant understands and agrees that violation of this clause is a material breach of contract and may result in contract termination, debarment, or other sanctions.

Upon the School District's request, and upon the filing of a complaint against Consultant pursuant to Palm Beach County School Board Policy No. 6.144, Consultant agrees to provide the School District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Consultant has used in the past five years on any of its contracts that were undertaken within the Palm Beach School District relevant geographic market as defined in Palm Beach County School Board Policy No. 6.143, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant agrees to fully cooperate in any investigation conducted by the School District pursuant to this Policy. Consultant understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment and other sanctions.

#### **SECTION XII - Miscellaneous**

- A. **Attorney's Fees and Costs.** Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Contract shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to the Contract.
- B. **Authority to Execute.** Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.
- C. **Binding Effect.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- D. **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Contract, nor in any way effect this Contract and shall not be construed to create a conflict with the provisions of this Contract.
- E. **Compliance with laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Contract. Consultant's obligations under this provision shall include, to the extent applicable or required, Consultant timely registering as a lobbyist on behalf of the Palm Beach County School Board and filing all required reports to comply with: 1) FS Section 11.04--Lobbying before the Legislature; registration and reporting -- and any rules of the Florida Senate and House, as well as State rules; 2) FS Section 112.3215- Lobbying before the executive branch or the Constitution Revision Commission; registration and reporting, as well as any State rules; and 3) any other laws, ordinances or rules relating to lobbying with other governmental entities (such as the County and municipalities), if they have lobbying registration and reporting requirements. Moreover, the Consultant will comply with any applicable Ethics Code laws relating to gifts and honorarium.

F. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

G. Exhibits Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Contract by reference.

H. No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Contract. None of the parties intend to directly or substantially benefit a third party by this Contract. The parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against any of the parties based upon this Contract. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

I. Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid addressed to the party for whom it is intended at the place last specified the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To School Board:  
Chief of Staff  
The School District of Palm Beach County  
3300 Forest Hill Blvd., Suite C-316 West  
Palm Beach, FL 33406

With a Copy to:  
General Counsel  
P.O . Box 19239  
West Palm Beach, FL 33416-9239

To Consultant  
Ronald LaFace, Jr.  
124 West Jefferson Street  
Tallahassee, FL 32301

J. Public Records. Each party shall maintain its own respective records and documents associated with this Contract in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

Consultant shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the School Board of Palm Beach County in order to perform the service to the Board under this Contract.

b. Upon request from the Board's custodian of public records, provide the Board 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 the Consultant does not transfer the records to the Board.

d . Upon completion of the Contract, transfer, at no cost, to the Board all public records in possession of the Consultant or keep and maintain public records required by the Board to perform the service. If the Consultant transfers all public records to the Board upon completion of the Contract, the Consultants shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.

Failure of Consultant to abide by the terms of this provision shall be deemed a material breach of this Contract. This provision shall survive any termination or expiration of this Contract. In the event of a dispute regarding the enforcement of this provision where the Consultant has unlawfully refused to comply with the public records request within a reasonable time, the School Board shall be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the vendor as authorized by 119.0701, Fla. Stat.

**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 CONTRACT, HE OR SHE MUST CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY AT 561-629-8585, PUBLICRECORDS@PALMBEACHSCHOOLS.ORG, OR 3300 FOREST HILL BLVD, SUITE C-110, WEST PALM BEACH, FL 33406.**

The Consultant shall retain all records (papers, books, documents, data, computer hard drives, emails, etc.) relating to or created as a result of this Contract for the longer of: 1) five years after the expiration or termination of the Contract; 2) after the resolution or conclusion of an audit or litigation relating to the Contract; or 3) the period required by the Palm Beach County School District's Record Retention Schedule compiled from the State of Florida General Records Schedule and District-specific record series and available at <http://www.palmbeachschools.org/records/documents/RecordsRetentionSchedule.pdf>, which may be amended from time to time. The Consultant has an ongoing obligation to monitor the retention schedule applicable to all records relating to or created as a result of the Contract.

Consultant shall meet all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of the Consultant upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School Board in a format this is compatible with the information technology systems of the School Board. The Consultant shall ensure that any electronic data that it receives from or collects on behalf of the School Board that will be stored in the cloud or in a data center, will be maintained and stored within the continental United States in a location that has appropriate infrastructure and security obligations and practices (business continuity, encryption, firewalls, physical security, etc.) that will minimize privacy or security breaches or the likelihood that the data will be at risk of being compromised. The Consultant shall ensure that the School Board's data will only be accessed by Consultant's employees, subcontractors, or agents who have a legitimate basis for accessing such data. The Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements and not disclosed except as authorized by law.

K. Inspector General. Consultant agrees and understands that the School Board's Office of Inspector

General shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes, data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed, or used by the Consultant as deemed necessary in performing investigative and/or audit activities and other requested information, including automated or electronic data, pertaining to this Contract within the Consultant's custody. Consultant shall cooperate with the Inspector General by providing access to all financial and performance-related records, services, property and equipment purchased in whole or in part with School Board funds, in accordance with School Board Policy 1.092.

L. Severability. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, unlawful unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Contract shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

M. Independent Contractor. The Consultant is, for all purposes arising under this Contract, an Independent contractor. The Consultant may not, under any circumstances, hold themselves out to anyone as being an officer, employee of the School Board. Consultant shall not be deemed an officer or employee of the School Board. Consultant shall not be entitled to any benefits to which employees of the School Board are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

N. Ownership. All reports, studies, information, data, statistics, forms, designs, plans procedures, systems, and other materials produced by the Consultant under this Contract shall be the sole and exclusive property of the School Board. No such materials produced, either in whole or part, under this Contract shall be subject to private use, copyright or patent right by the Consultant in the United States or in any other country without the express written consent of the School Board. The School Board shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent any such materials produced by the Consultant under this Contract. The Consultant consents to the videotaping of any presentation that Consultant makes in the fulfillment of its duties under this Contract.

O. Waiver. The failure of either party to insist on strict performance of any covenant or conditions herein shall not be construed as a waiver of such covenants or conditions for any instance.

P. Governing Law and Venue. This Contract shall be construed in accordance with the laws of the State of Florida, without regard to conflict of laws provisions. If any litigation shall result from this Contract, the parties shall submit to the jurisdiction of the State Courts of the 15<sup>th</sup> Judicial Circuit and venue shall lie in Palm Beach County, Florida.

Q. Construction. This Contract shall not be construed against the party who drafted the same as both parties have had experts of their choosing review the same.

R. No Assignment. Neither this Contract nor any interest herein may be assigned, transferred or encumbered by either party without the prior written consent of the other party. There shall be no partial assignments of this Contract including, without limitation, the partial assignment of any right to receive payments.

S. Amendment. No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed on behalf of each party hereto.

T. Debarment. The School Board shall have the authority to debar the Consultant for cause from consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

U. Funding Out. The performance by the School Board of its obligations under this Contract shall be subject to

and contingent upon the availability of funds appropriated by the School Board for each year of this Contract. In the event the School Board does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The School Board will notify the Consultant in writing after the adoption of the final School Board budget for each subsequent fiscal year if funding is not approved for this Contract.

#### **SECTION XIII - Waiver of Jury Trial**

EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT.

#### **SECTION XIV - Warranties of Consultant**

The Consultant represents and warrants that no officer, employee or agent of the School Board has any personal interest, either directly or indirectly, in the Consultant. The Consultant further represents and warrants to the School Board that it has not employed or retained any person, company, corporation, individual or firm (other than a bona fide employee working solely for the Consultant) or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the making of this Contract, and it has not agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any person, company, corporation, individual or firm in connection with carrying out this Contract.

#### **SECTION XV - Replacement of Firm's Staff**

All key personnel assigned by the firm will be clearly identified at the initiation of this Contract. The replacement of any key staff assigned to work with the School Board is subject to approval by the School Board prior to any change occurring. Individuals replacing key personnel must have credentials equivalent or superior to the individuals whom they replace. Resumes of replacement personnel are to be submitted to the School Board for review and the School Board reserves the right to interview and or reject any proposed change(s) in staff for the duration of this Contract.

In witness whereof, this contract has been executed on the day and year first above written.

CONSULTANT

THE SCHOOL BOARD OF PALM BEACH COUNTY,  
FLORIDA

Ron LaFace  
Ron LaFace (May 6, 2020)

Ronald LaFace, Jr.

BY: Frank A. Barbieri, Jr.  
Frank A. Barbieri, Jr., Esq., Board Chair

WITNESS: \_\_\_\_\_

5/26/20  
Date

WITNESS: Carol Keller Bass

Attest: Donald E. Fennoy II  
Donald E. Fennoy II, Ed.D., Superintendent

Date: 5-21-20

Reviewed and Approved for Form and Legal Sufficiency:

DATE: May 7, 2020

BY: Blair Lewis  
School Board Attorney

EXHIBIT "A"  
SCOPE OF WORK

1. Consultant shall serve as the primary consultant in representing the School Board of Palm Beach County before the Florida Legislature or any other entity as requested or authorized by the School Board, Superintendent or Chief of Staff.
2. In consultation with the School Board, Consultant shall develop, prepare and seek approval of state legislative programs for the School Board.
3. Consultant shall ensure that regularly scheduled legislative and informational briefings are provided to the School Board, Superintendent and staff. Such schedule shall be coordinated with the Chief of Staff.
4. When appropriate, or at the request or direction of the School Board, Superintendent or his designee, the Consultant shall testify in front of the Florida Legislature or other appropriate political bodies or committees on matters of importance to the School Board.
5. Consultant shall make sure state legislative delegation members and other appropriate legislators are kept informed of District needs and programs.
6. Consultant shall attend School Board and various staff meetings as designated by the Superintendent or Chief of Staff or as directed or requested by the School Board. The Consultant shall also attend and participate in local activities and meetings at the request of the School Board, Superintendent or Chief of Staff.
7. Consultant shall be accessible to Board Members, Superintendent and staff upon request or as needed; for advice, counsel and assistance with issues related to governmental relations.
8. Consultant shall work with other local governmental entities, state agencies and organizations including but not limited to the Florida School Boards Association, Florida Association of District School Superintendents, Florida Association of School Administrators, Florida Education Association, Greater Florida Consortium of School Boards, Treasure Coast Workgroup or any other appropriate entity in the pursuit of legislative Issues for which the School Board has a position or need.
9. Consultant shall serve as liaison with the Palm Beach County Florida Legislative and Congressional delegations for constituency issues brought to the attention of individual legislators.
10. Consultant, in conjunction with the School Board and Superintendent, shall develop and coordinate agendas for the Greater Florida Consortium of School Boards, Tri-County School Boards, Treasure Coast School Boards or other inter-agency meetings pertaining to legislative Issues.
11. Consultant, after consultation with the School Board and Superintendent, shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures for providing all services performed under this agreement.
12. Consultant shall endeavor to keep the School Board and Superintendent informed of all activities in furtherance of the performance of services under this Contract, including a regular report of activities by the lobbyist on behalf of the School Board. Such activities shall be reported to the School Board and Superintendent monthly to keep the School Board informed.
13. Consultant shall provide opportunities for the Superintendent to interact with key state education policymakers and other superintendents in an effort to showcase the District as a leader in education practices.
14. Consultant shall assist all District divisions on an as-needed basis with issue research, strategy, and resolution for issues involving state government. The Chief of Staff or designee shall coordinate interaction between any District division with a state government affair's need and consultant.

15. Consultant shall assist all Board members, either directly or through District staff, on an as-needed basis with issue research and strategy for issues involving state government. Consultant shall seek resolution for all issues involving state government at the direction of the Board.
16. Consultant shall seek District inclusion in any state developed pilot programs.
17. Consultant shall coordinate with the county delegation on issue alignment and coordinated advocacy, as well as state legislative meetings.

EXHIBIT "B"  
LIST OF CONSULTANT'S EXISTING CLIENTS

Adelanto Healthcare	League of Southeastern Credit Unions
AVID	Leesburg Regional Medical Center
Ajax Building Corporation	LogistiCare Solutions
Assurant Group	Lennar Ventures
ATS dba Verra Mobility	Loggerhead Marinelife Center
BestBet Jacksonville	Memory Garden
Broward County Clerk of Court	Neal Land Development
Central Florida Health	New College Foundation
Ceres Environmental	NJ Lotto dba The Lottery
Cigna	North Highland Company
CitiGroup Washington	Office Depot
CVS Health	Oportun
Delta Airlines	Palm Beach Schools
DialCare	Pinellas Schools
DISCUS	Provado Health
East Coast Zoo	RAI Services Company
eQHealth Solutions	RELX
Everglades Foundation	Renaissance Learning
Florida Superintendents Association	Sarasota Schools
Florida Health Plan Association	Sacred Heart Health
Florida Orthotists and Prosthetists Assoc	Safelite Group
Florida Coalition for Children	Sellers Dorsey
Florida Atlantic University Foundation	South Automotive Group
Florida Cultural Alliance	St. Petersburg College Foundation
Florida Dental Lab Association	St. Vincent's Health
Florida Institute of Technology	Sunshine State Tag Agency
Florida Keys College Foundation	Take Stock in Children
Florida Realtors	City of Venice
Florida Surplus Lines Association	Travelers Indemnity
Gartner	University of Florida Foundation
George Hackney dba Trulieve	USAA
GEO Group	USURV
Guardian ad Litem Foundation	Visa U.S.A.
Houghton Mifflin Harcourt Publishing	Villages Medical Center
Hyperloop Transportation	Vista Motor Company
Insurance Auto Auctions	Voya Financial Services
Jacksonville Electric Authority	Zurich American Insurance
Junior Achievement	

EXHIBIT "C"  
FEESCHEDULE

1. For each calendar year during the Term of the Contact, the School Board shall pay the Consultant a flat fee of \$120,000, payable in monthly installments on the 15<sup>th</sup> of each month upon receipt of an invoice.
2. No payment shall be made unless and until the District's Chief of Staff (COS) verifies that all services for which payment is requested have been fully and satisfactorily performed. Consultant shall submit to COS any documentation necessary to substantiate the full and satisfactory performance of the services for which payment is requested. The COS will verify the services have been performed and approve the invoice.

**EXHIBIT "D"**  
**LOBBYIST EVALUATION FORM**

Palm Beach County School District

NAME :

DATE :

COMPLETED BY :

1. Reputation of lobbyist's professional standing in the community or the State Capitol and how do you base your answer (For example, discussion with local delegation members, other lobbyists, etc)?
2. Does lobbyist have credibility and access to Legislative and Executive Branch members and how do you base your answer (For example, discussion with local delegation members, State Executive and Legislative branch members, etc)?
3. Does lobbyist have credibility and access to the Governor's office and the Department of Education and how do you base your answer (For example, discussion with local delegation members, State Executive branch leadership or employees, etc)?
4. Does lobbyist have credibility and access to both political parties and the caucus leadership and how do you base your answer (For example, discussion with local delegation members, caucus leadership, etc)?
5. Does lobbyist have credibility and access to local delegation and how do you base your answer (For example, discussion with local delegation members, etc)?
6. What impact did recent elections have on lobbyist access to newly elected members her or she is to lobby, if known?
7. Caliber of lobbyists' clients represented? Are they satisfied and describe what you base your answer on (For example, reference checks or familiarity with clients' principals)?
8. Has there been high turnover in lobbyist's clients? If so, for what reasons and describe what you base your answer on (For example, reference checks or familiarity with client principals)?
9. Has lobbyist had any State reporting compliance problems?
10. What is the lobbyist's relationship with the local Congressional delegation (For example, discussion with local delegation members or congressional delegation, etc)??

EXHIBIT "D"  
LOBBYIST EVALUATION FORM

11. Has Lobbyist been responsive to Board member requests?

12. Has lobbyist kept Board members and District Administration informed of lobbying activities?

13. Rate lobbyist performance in the following categories:

Achieving District Legislative Platform:	(Excellent)	(Satisfactory)	(Poor)
Supporting District Legislative Platform:	(Excellent)	(Satisfactory)	(Poor)
Enacting Legislation that benefits the District:	(Excellent)	(Satisfactory)	(Poor)
Securing funding that benefits the District:	(Excellent)	(Satisfactory)	(Poor)
Defeating Legislation negative to the District:	(Excellent)	(Satisfactory)	(Poor)
Facilitating State attention to District priorities:	(Excellent)	(Satisfactory)	(Poor)



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT

# Beneficial Interest and Disclosure of Ownership Affidavit

Bid No. \_\_\_\_\_ Project No./Title \_\_\_\_\_

Corporate Name \_\_\_\_\_ Capital City Consulting, LLC

DBA (if applicable) \_\_\_\_\_ Tax FEIN No. 01-0759013

Before me, the undersigned authority, personally appeared, Ron LaFace, ("Corporate Representative") this 4 day of May 20 20, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.

2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:		
Name	Address	Percentage
Ron LaFace Inc	124 West Jefferson Street, Tall, FL, 32301	50
Nick Larossi Inc	124 West Jefferson Street, Tall, FL 32301	50
B. Persons or corporate entities who hold by proxy the voting power of 5% or more:		
Name	Address	Percentage
C. Stock held for others and for whom held:		
1. Name/2. From Whom Held	Address	Percentage
1.		
2.		
1.		
2.		
1.		
2.		

**CORPORATE REPRESENTATIVE**

By: Ron LaFace

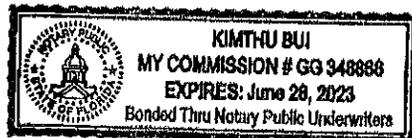
SWORN TO and subscribed before me this 4 day of May, 20 20, by

Ron LaFace. Such person(s) (Notary Public must check applicable box).

is/are personally known to me.  produced a current driver license(s).  produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

KIMTHU BUI  
\_\_\_\_\_  
(Print, type, or stamp name of Notary Public)



# Revised FY 21 Contract - Capital City Consulting LLC

Final Audit Report

2020-05-06

Created:	2020-05-06
By:	Kathleen Villavicencio (Kathleen.Villavicencio@palmbeachschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAawrrRb5L2tLqzYYDWRW7--IT1rBqvPkJT

## "Revised FY 21 Contract - Capital City Consulting LLC" History

-  Document created by Kathleen Villavicencio (Kathleen.Villavicencio@palmbeachschools.org)  
2020-05-06 - 9:15:59 PM GMT- IP address: 104.179.104.159
-  Document emailed to Ron LaFace (ron@cccfla.com) for signature  
2020-05-06 - 9:16:27 PM GMT
-  Email viewed by Ron LaFace (ron@cccfla.com)  
2020-05-06 - 9:36:08 PM GMT- IP address: 12.190.236.16
-  Document e-signed by Ron LaFace (ron@cccfla.com)  
Signature Date: 2020-05-06 - 9:55:45 PM GMT - Time Source: server- IP address: 71.203.97.238
-  Signed document emailed to Kathleen Villavicencio (Kathleen.Villavicencio@palmbeachschools.org), Ron LaFace (ron@cccfla.com) and Edward Tierney (edward.tierney@palmbeachschools.org)  
2020-05-06 - 9:55:45 PM GMT



Adobe Sign

# Revised FY 21 Contract - Capital City Consulting LLC - signed

Final Audit Report

2020-05-07

Created:	2020-05-07
By:	Kathleen Villavicencio (Kathleen.Villavicencio@palmbeachschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAi690f6roq2Qmz1NYBDHmJmqxl2QiSU_M

## "Revised FY 21 Contract - Capital City Consulting LLC - signed" History

-  Document created by Kathleen Villavicencio (Kathleen.Villavicencio@palmbeachschools.org)  
2020-05-07 - 1:43:22 AM GMT- IP address: 104.179.104.159
-  Document emailed to Blair Littlejohn (blair.littlejohn@palmbeachschools.org) for signature  
2020-05-07 - 1:44:55 AM GMT
-  Email viewed by Blair Littlejohn (blair.littlejohn@palmbeachschools.org)  
2020-05-07 - 12:05:04 PM GMT- IP address: 66.249.80.147
-  Document e-signed by Blair Littlejohn (blair.littlejohn@palmbeachschools.org)  
Signature Date: 2020-05-07 - 12:07:01 PM GMT - Time Source: server- IP address: 172.3.150.86
-  Signed document emailed to Kathleen Villavicencio (Kathleen.Villavicencio@palmbeachschools.org) and Blair Littlejohn (blair.littlejohn@palmbeachschools.org)  
2020-05-07 - 12:07:01 PM GMT





THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
 OFFICE OF GENERAL COUNSEL TO THE SCHOOL BOARD  
**Contract Review as to Form and Legal  
 Sufficiency Checklist**

Board Item L1
Board Meeting Date May 20, 2020

PBSD Contract Form:  Yes  No Name of Contract: Capital City Consulting LLC - Consultant Lobbyist Contract

Contract Action:  New  Renewal  Amendment/Modification/Change Order

School/Department Requesting Review as to Form and Legal Sufficiency: Chief of Staff

Does the Request for Legal Review indicate that the Chief, Assistant Superintendent, Director or Principal reviewed and approved the content of the Contract?  Yes  No

Contract Terms	Comments/Specific Provisions in Contract
Term (Length of Contract)	See Section I of the Contract.
Automatic Renewal Provision?	<input type="radio"/> Yes <input checked="" type="radio"/> No If yes, is business case justification included with back-up? <input type="radio"/> Yes <input type="radio"/> No
Termination	See Section VIII of the Contract. Includes right to terminate for convenience with 30 days' notice.
Insurance	See Section VII of the Contract.
Indemnification	See Section VI of the Contract.
Liability	See Section VI of the Contract.
Confidentiality	N/A
Warranties	See Section XIV
Labor Issues	N/A
Disclaimers	None
Background Screening	See Section IX of the Contract.
Inspector General	See Section XII.K. of the Contract.
Non-Discrimination <input type="checkbox"/> Policy 8.144 <input checked="" type="checkbox"/> Other	See Section XI of the Contract.
Public Records <input type="checkbox"/> §119.0701, FS <input checked="" type="checkbox"/> Other	See Section XII.J. of the Contract.
Governing Law <input checked="" type="checkbox"/> Florida <input type="checkbox"/> Other	See Section XII.P. of the Contract.
Venue <input checked="" type="checkbox"/> Palm Beach <input type="checkbox"/> Other	See Section XII.P. of the Contract.
<b>Business Principles</b>	<b>Comments</b>
Fees: Total Value	
Fees: Per Fiscal Year	
Payment Terms	
<b>Other Issues</b>	<b>Comments</b>
Beneficial Interest Affidavit	N/A
Non-Negotiable, Misc.	None

**Notes/Special Considerations**

Reviewed and approved as to form and legal sufficiency, only:  Yes  No Consistent with applicable laws:  Yes  No

Consistent with applicable policies including, but not limited to, Procurement policies:  Yes  No

Blair LittleJohn

Digitally signed by Blair LittleJohn  
Date: 2020.05.07 08:12:12 -04'00'

Print Name of Attorney

Signature of Attorney

Date