THE SCHOOL DISTRICT OF COLLIER COUNTY
C/O Purchasing Department
5775 Osceola Trail
Naples, FL 34109
(239) 377-0047

Contract # (Legal Dept.): CCPS Use only	20-304		
Date: May 15, 2020			
☑ Blanket ☐ Normal	Center	Req #	
CONSULTANT NAME & ADDRESS: Capital City Consulting, LLC, 124 West Jefferson Street, Tallahassee, FL 32301, (850) 222-9075	VENDOR # 23308	SHIP TO	SCHOOL/DEPARTMENT School & District Ops
	FUND 100	FUNC 7200	OBJ 310 / CTR 9429
	PROJ LEGIS	BID/QUOTE # 20-110	

CONSULTANT AGREEMENT

THIS AGREEMENT dated the 1st day of July, 2020, between The School District of Collier County, Florida (dba Collier County Public Schools (CCPS)) and Capital City Consulting LLC (CONSULTANT) recite the following mutually agreeable terms between the parties:

1. **TERM**: The term of this Agreement shall begin on July 1, 2020, and shall terminate on June 30, 2021. However, upon recommendation of the Superintendent of Schools, this Agreement may be terminated with or without cause after thirty (30) calendar days' notification to the CONSULTANT. The CONSULTANT shall notify CCPS, in writing, at least sixty (60) calendar days prior to voluntarily severing or terminating this Agreement. In the event CCPS terminates the services of the CONSULTANT for convenience, CONSULTANT'S recovery against CCPS shall be limited to that portion of the compensation earned through the date of termination and the CONSULTANT shall not be entitled to any other or further recovery against CCPS, including but not limited to, damages or any anticipated profit on portions of the work not performed.
2. **DUTIES**: The CONSULTANT shall report to and coordinate activities with Valerie Wenrich (CCPS Administrator), who is responsible for the consultant's performance under this agreement. The specific duties shall be listed, in narrative form, and be attached to this agreement as *APPENDIX A*.
3. **COMPENSATION:**
   a. CCPS shall provide $ 60,000 as compensation for the duties detailed in *APPENDIX A*. Payments may be contingent upon completion of individual phases of the assignment and made in the amounts and phases set forth in *APPENDIX A*.
   b. The CONSULTANT, upon completion of the specified duties, shall submit a proper invoice to: CCPS C/O Business Services Department, 5775 Osceola Trail, Naples, FL 34109,
   c. CCPS shall issue payment within 30 days from the receipt of a proper invoice.
   d. A current IRS W-9 form must be submitted and/or on file with CCPS prior to the execution of this agreement.
4. **EXPENSES**: CCPS shall not be liable or responsible for any expenses of the CONSULTANT. CCPS considers the compensation enumerated in Item 3 to be all inclusive. Any and all expenses such as travel, lodging, sustenance, materials, supplies and equipment necessary must be included into the daily rate or the engagement fee. CCPS is required by Internal Revenue Service regulations to report amounts paid to consultants and other service providers. CCPS does not accept any responsibility for apportioning amounts paid to reflect any expenses of the CONSULTANT. Furthermore, Consultant shall be responsible for all Federal and municipal taxes arising out of payment for his/her consultant services under this agreement.
5. **BENEFITS**: CCPS shall have no responsibility or obligation whatsoever for Workers' Compensation, Unemployment Compensation, life insurance, health care, retirement or any other benefit of or to the CONSULTANT. The CONSULTANT shall be considered to be an independent contractor without any rights afforded to an employee. The CONSULTANT shall also be expected to provide all insurance coverage necessary to protect the CONSULTANT and any employees or agents of the CONSULTANT.
6. **INJURIES**: The CONSULTANT acknowledges the CONSULTANT'S responsibility to obtain appropriate insurance coverage for the benefit of the CONSULTANT and his/her employees. The CONSULTANT waives any rights for recovery from or for any injuries that may be sustained while performing services under this agreement.
7. **BULLYING AND HARASSMENT**: Consultant agrees to abide by provisions of Board Policies 3362, 5517 and 5517.01 which proscribe any acts of harassment and/or bullying toward District students and District staff.
8. **INDEMNIFICATION**: The CONSULTANT agrees to indemnify and hold harmless CCPS from all claims, losses, expenses and fees including attorney fees costs and judgments that may be asserted that are the result of the acts or omissions of the CONSULTANT or the CONSULTANT'S employees or agents.
9. **ASSIGNMENT**: The CONSULTANT'S obligations under this Agreement may not be assigned or transferred to any other person, firm or corporation.

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10. **INTELLECTUAL PROPERTY**: Intellectual Property shall be defined as copyrightable works, ideas, discoveries, inventions, applications for copyrights and patents. Any improvements to Intellectual Property held by the CONSULTANT, further inventions or improvements, and any new items of Intellectual Property discovered or developed under the terms of this Agreement shall be the property of CCPS. The CONSULTANT shall sign all documents necessary to perfect the rights of CCPS in such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents.
11. **TERMINATION**: Notwithstanding any other provision of this Agreement, the Superintendent may terminate this Agreement without the notice provided for by Section 1, of this Agreement, for early completion of the project, financial exigency and or any just cause. In the event CCPS terminates the services of the CONSULTANT for cause and it is determined for any reason that the CONSULTANT was not at fault or that its default was excusable, then the CONSULTANT'S remedies against CCPS shall be the same as and limited to those afforded to the CONSULTANT under Section 1.
12. **WAIVER OF BREACH**: The waiver by CCPS of a breach of any of the provisions of this Agreement by the CONSULTANT shall not operate or be construed as a waiver of any subsequent breach.
13. **ENTIRE AGREEMENT**: This instrument contains the entire Agreement between the parties. It may not be modified other than by a written agreement, signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. This agreement shall not be binding until all signatures are affixed hereto.
14. **SAVINGS CLAUSE**: If during the term of this Agreement, it is found that a specific clause is illegal under federal or state law, the remainder of the Agreement shall not be affected but shall remain in full force and effect.
15. **LAWS IN EFFECT**: This Agreement shall be governed by the laws of the State of Florida and any action to enforce any provision of the Agreement shall be filed in Collier County, Florida. Consultants shall be aware of and comply with the requirements of Florida Statute 119.0701 in regards to their responsibility to retain public records.

IF THE CONTRACTOR HAS QUESTONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER, (239)377-0457, E-MAIL ADDRESS, woodsdo@collierschools.com, MAILING ADDRESS, 5775 OSCEOLA TRAIL NAPLES FL 34109.

16. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

For CONSULTANT:

[signature] 6/17/20
Signature Date

Ronald LaFace, Jr.
Printed Name

01-0759013
SS# OR TIN #

Ron@cccfla.com
E-MAIL

850-222-9075
PHONE

For CCPS:

[signature] 6-9-20
BOARD CHAIR Signature Date

Printed Name

[signature]
CCPS SUPERINTENDENT Signature Date

Kenneth Patton PhD.
Printed Name

Reviewed: J Fishbone

EXHIBIT A TO CONSULTANT PROFESSIONAL SERVICES AGREEMENT

1. Introduction:

Capital City Consulting, LLC ("Consultant") will undertake and provide the District School Board of Collier County ("the Board" or "the District") with professional and representational services before the Florida legislature, the Florida Department of Education, the State Board of Education and Florida Congressional offices as needed in order to appropriately advise the Board and School District concerning matters pertaining to educational policy, legislative initiatives, educational funding, political strategy, and the status of given bills before the legislature and its committees. These services shall also include lobbying services to assist the Board in pursuing its educational policy interests and objectives before the Florida legislature and related offices and departments as noted above.

II. Term of the Agreement and the Cost and Payment for Professional Consulting Services:

This agreement shall cover the period from July 1, 2020 – June 30, 2021. The cost for such services will be for $60,000.00, and will be paid in four (4) installments as follows: (1) $15,000.00 on July 1, 2020; (2) $15,000.00 on October 1, 2020; (3) $15,000.00 on January 1, 2021; and (4) $15,000.00 on April 1, 2021.

III. Scope of Consultant's Professional Services:

a. Identify, review, and analyze any and all State legislative bills, resolutions, or other matters related to the Florida legislative session affecting, or that may affect, the educational, programmatic, staffing, and related financial and budgetary interests of the Board and the District.

b. Develop and implement strategies for the support, opposition, or amendment of pending legislation that may impact the District as well as the Board oversight and policy decision-making.

c. Work with members of the Legislature, including House and Senate leadership, and the Executive Branch, to enhance their understanding and support of matters of importance to the District.

d. Coordination with designated Board members and staff in the preparation, communication, and advocacy of the School Board's legislative program for 2021, for School Board approval and dissemination, including presentation to the Collier County Legislative Delegation.

e. Periodic written and verbal reports as requested and scheduled for Board Members and staff.

f. Distribution of "FYI's" from sources concerning state and federal issues to the district (Superintendent or designee) on a routine basis.

g. Arrangement of meetings requested by Board Members and staff with individual legislators including pre-session committee meetings during the calendar year.

h. Provide wrap-up session on results of any 2020 Special Sessions and the 2021 regular Florida session.

i. Tracking and reporting on activities of legislative and executive branches through June 2021.

j. In the event of any actual or perceived conflict of interest that might involve the foregoing matters with respect to clients that might be receiving similar services, Consultant will promptly notify the District and make every reasonable effort to resolve the issue and inform the Board accordingly.

k. Consultant shall provide assistance to designated district staff as part of legislative orientation for the 2021 session.

IV. District Duties and Responsibilities:

a. Designate primary point-of-contact for two-way communications to the Superintendent, School Board Members, and appropriate staff on legislative issues and materials.

b. Provide directory of key staff (phone/email) and after-hours contact numbers for possible use during the session.

c. Analyze and provide feedback (immediate during the session) on impact to the District of specific bills and appropriations proposals.

d. Provide the Consultant with information and questions with respect to any issue in which the District or the School Board may have specific concerns or interest.

e. Make payments to the Consultant in a timely manner as noted in Section II above.