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CONSULTANT AGREEMENT

The SCHOOL BOARD OF LEE COUNTY, FLORIDA (hereinafter called "the Board") hereby enters into this Consultant Agreement with CERRA CONSULTING GROUP, Inc. (hereinafter called "the Consultant") for State Legislative Consulting Services. The parties, by their signatures affixed hereto, do hereby agree to the terms, as provided herein.

A. Services Provided

Complete state legislative services to the Board as outlined below. The legislative and governmental relations activities of the Consultant will include the following:

- 1) Represent the Board and the Superintendent in legislative and governmental matters;
- 2) Meet with the Board and Superintendent/Staff to determine legislative goals and issues;
- 3) Prepare Lee County's Annual Legislative Program for Board approval and distribution;
- 4) Provide bill language and brief analyses of bills relative to public education that are introduced for consideration by the Legislature;
- 5) Obtain the Board and Superintendent/Staff response to proposed measures with specific impact on Lee County and communicate these positions to members of the Lee County Legislative Delegation and other Legislators;
- 6) Track and report education legislation from inception to final resolution;
- 7) Provide analyses of proposed budgets, i.e., Governor, Commissioner of Education, Legislature, as they would affect The School District Lee County;
- 8) Keep the Lee County Legislative Delegation informed regarding the impact (positive or negative) of various budget proposals and substantive legislative proposals on Lee County;
- 9) Keep the Board and Superintendent updated on legislative issues/activities/status of relevant bills;
- 10) Attend and monitor all pre-session and regular session legislative committee meetings;
- 11) Respond to Board/Superintendent/Staff requests for information regarding proposed and adopted legislation;
- 12) Represent the Board, as requested, at legislative meetings of various state associations;

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- 13) Represent the Board at weekly meetings of the Florida Education Legislative Liaisons (FELL) during the Legislative Session and all meetings scheduled prior to the session;
- 14) Coordinate the Board's legislative issues with other School Boards and education associations with mutual positions in order to build maximum support;
- 15) Make appointments with Legislators for School Board Members, Superintendent and/or Staff, as requested, during the Legislative Session and attend these meetings, as requested.
- 16) Be available to provide information, as needed, to the Board and Superintendent/Staff;
- 17) Prepare post-legislative session reports and reviews for Board/Superintendent/Staff;
- 18) Create drafts of bills that may be requested by the Board and Superintendent; and

B. Responsibilities of the Parties

It is understood and agreed that the Consultant is an independent contractor and not an employee of the Board, and no associate or employee of the Consultant shall be deemed to be an employee of the Board for any purposes whatsoever. The Consultant shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures for providing all services performed under the agreement.

- 1) The Consultant's services are being provided to assist in the normal business of the school district and are not integrated into such business except for the specific purposes described herein.
- 2) The success or failure of the Consultant shall be determined by the results of his/her services as evaluated by the Board and Superintendent.
- 3) Any additional personnel necessary for the Consultant to fulfill his/her responsibilities shall be at the expense of the Consultant.
- 4) The responsibilities of the Consultant shall end when the services agreed to herein are completed.
- 5) The Consultants shall determine his/her work schedule.
- 6) This Agreement does not restrict the Consultant's right to provide the same or similar services to other clients of the Consultant.
- 7) The Consultant agrees not to use its relationship with the Board, its officers, agents or employees, to gain or seek to gain an advantage or benefit for any client it is representing or any other vendor seeking to do business with the School District.

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- 8) The Consultant will be responsible for providing materials, equipment, office space, license and any other such requirements necessary for him/her to fulfill his/her responsibilities under this Agreement.
- 9) Board costs incurred as a result of this Agreement shall be limited to those imposed by applicable state and federal laws and regulations relating to the hiring of independent contractors.
- 10) The parties agree to complete a good faith effort in the fulfillment of their responsibilities under this Agreement.

C. Compensation

The School Board agrees to compensate the Consultant for services provided under this Agreement, as follows:

Payment of a monthly fee of five thousand dollars (\$5,000) per month for the first twelve months; payment of a monthly fee of six-thousand dollars (\$6,000) per month for the thirteenth month through the twenty-fourth month; and, payment of a monthly fee of six thousand five hundred dollars (\$6,500) per month for the twenty-fifth month through the thirty-sixth month. If the agreement is extended as allowed in "D." below, payments of six thousand-five hundred dollars (\$6,500) in each applicable month of the extension. Such payments shall be made to the Consultant at the following address:

Cerra Consulting Group, Inc.
206 South Monroe Street, Suite 104
Tallahassee, FL 32301

D. Term of this Agreement

The term of this Agreement shall be for 36 months, beginning July 1, 2014 and ending June 30, 2017. This Agreement may be extended for two additional one year periods by mutual agreement of both parties. The definition of legislative session shall include any regular, extended or special sessions.

E. Termination of this Agreement

Both parties reserve the right to cancel this agreement for any reason in writing prior to June 1 of each successive year of the agreement beginning July 1.

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F. Severability

The validity, interpretation, construction and effect of this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. In the event any provision shall be determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in effect, unless it is deemed unreasonable to do so.

G. Amendments

It is agreed by the parties that no modifications, amendments or alterations in the terms or conditions of this Agreement will be effective, unless contained in a written document signed by the parties.

The parties have caused their duly authorized representatives to execute this Consultant Agreement on this 3rd day of June 2014.

FOR THE SCHOOL BOARD OF
LEE COUNTY, FLORIDA



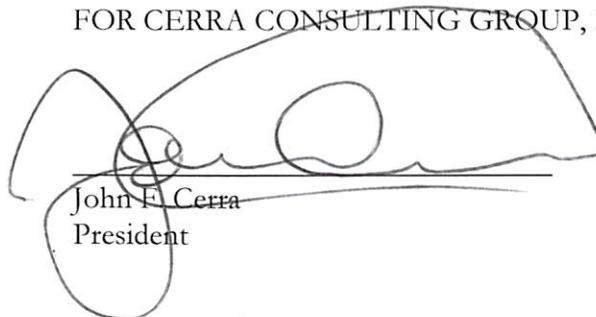
Cathleen O'Daniel Morgan,
Vice Chair

Attest:



Dr. Nancy J. Graham
Superintendent

FOR CERRA CONSULTING GROUP, INC.



John F. Cerra
President

Attest:



Robert J. Cerra
Chair

APPROVED AS TO FORM:



Keith B. Martin, Esq.
School Board Attorney

APPROVED

JUN 03 2014

SCHOOL BOARD OF
LEE COUNTY

THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA

Date: June 3, 2014

Section: Consent Action Item

Subject: Approval of Agreement and Annual Expenditure - Cerra Consulting Group, Inc. - State Legislative Services

Item No: IV.B.3. **Presenter(s):** Dr. Ami V. Desamours
Ms. Susan M. Malay

SCHOOL BOARD ACTION

Strategic Plan:

III. Business Services: We will use effective business practices to achieve our mission and objectives.

Background Information:

Since June 28, 2005, the Board has approved an agreement with Cerra Consulting Group, Inc. to provide complete state legislative services to the Board to include legislative and governmental relations activities. The prior agreement expires June 30, 2014. The vendor has provided a new agreement that will be in effect for three (3) years beginning July 1, 2014 through June 30, 2017, with renewal options for two additional one year periods upon the written agreement of the vendor and the District, at the annual expenditure of \$60,000 for the first year. The consultant has provided these services to the District for the past nine years with no fee increase. The new contract includes the following fee schedule:

- Year one - \$60,000, no fee increase;
- Year two - \$72,000; and
- Year three and option years- \$78,000.

Fiscal Impact:

The estimated expenditure of \$60,000 will be funded from budgeted District funds.

The action requested is within the current budget allocated to the department or area: Yes No N/A

Approved: Budget:



Attorney:



Superintendent's Recommendation:

I recommend Board approval of the agreement with Cerra Consulting Group, Inc., to provide complete state legislative services to the Board, to include legislative and governmental relations activities for the period of July 1, 2014 to June 30, 2017, at the estimated annual expenditure of \$60,000 for the first year, with renewal options for two additional one year periods upon the written agreement of the vendor and the District. Approval authorizes the Superintendent to execute all documents.