



County Manager Approval Form
Procurement Services Office

1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741
 Phone 407 742 0900 Fax 407 742 0901

Procurement
 Services Director
 Approval
BB 8/26/19
 Initial & Date

Date: August 23, 2018	Division/Office: Business Services	Tracking Number: EX-19-11275-TP
Account Number: 0011213512 -5310000		Requestor: Donna Renberg

Procurement Summary: Request County Manager sign an agreement with Capital City Consulting, L.L.C. of Tallahassee, Florida, for the provision of state lobbying services related to potential grant opportunities being sought by Osceola County. Estimated expenditures shall not exceed \$100,000 from September 1, 2019 to August 31, 2020.

- This agreement provides for state lobbying services, representing Osceola County before both the executive and legislative branches specifically regarding business interests related to the Job Growth Fund Grant being sought by Osceola County.
- This agreement includes \$96,000 for state lobbying services, payable in twelve installments of \$8,000, and up to \$4,000 for reimbursable expenses, which must be approved by the County in advance, for a total of \$100,000 for the annual term.
- In accordance with the Osceola County Administrative Code, Section 3.1-1 (B) (36), lobbying services are exempt from the competitive solicitation process.
- The Project Manager for this agreement is Vianed Aldebol, Government Affairs Coordinator
- Staff recommends approval.

Requisition Number	Vendor/Contractor	Amount Requested
EX-19-11275-TP	CAPITAL CITY CONSULTING, L.L.C.	\$100,000
	Total:	\$100,000

Office/Dept. Manager: <i>V Aldebol</i> <i>8/27/19</i>	Date: <i>8/26/19</i>
Department Director/Administrator:	Date:
County Attorney:	Date:

<u>COUNTY MANAGER APPROVAL/DATE</u>	
Please return completed form to Procurement Services	<i>Don Fisher</i> <i>8/30/18</i>
Donald S. Fisher, County Manager/Designee	Date

<u>For Procurement Office Use Only</u>	Procurement Analyst: Ted Phillips	Date: August 23, 2018
---	-----------------------------------	-----------------------

Attachments: _____

RECEIVED

Procedures: Pursuant to section 3.2-2 (A) of the Osceola County Administrative Code, the County Manager is authorized to award contracts with a not-to-exceed value of \$300,000.00. The Procurement Services Director is required to report such contracts to the Board on a monthly basis. The County Manager Approval Form (CMA) shall be submitted to the Procurement Services Office for review and approval prior to submittal to the County Manager. CMA(s) may be submitted to the County Attorney's Office for review and approval. As applicable, documentation shall be included from the Procurement Services Office and/or requesting Division/Office which indicates that competition was obtained. Original CMA will be returned to the Procurement Services Office and forwarded to the Clerk of the Board once reporting requirements are completed.

AGREEMENT

THIS AGREEMENT is made by and between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY", and Capital City Consulting, L.L.C. 101 East College Avenue, Suite 502, Tallahassee, Florida 32301, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the COUNTY has the need for professional lobbying services to represent Osceola County before Florida's executive and legislative branches, specifically regarding business interests relating to the Job Growth Fund Grant being sought by Osceola County and has chosen the CONSULTANT for the required services when in the COUNTY's best interests; and

WHEREAS, the services sought are exempt from the formal solicitation process (EX-19-11275-TP has been assigned by the COUNTY for internal tracking purposes).

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall begin on September 1, 2019 and continue through August 31, 2020, and may be extended when in the best interest of the County.

SECTION 2. SCOPE OF SERVICES.

The CONSULTANT will furnish all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein.

SECTION 3. OBLIGATIONS OF THE CONSULTANT.

Obligations of the CONSULTANT shall include, but not be limited to, the following:

- A. The CONSULTANT will be required by law to register prior to undertaking any lobbying effort on the COUNTY's behalf with legislative or executive members, staff or employees. CONSULTANT agrees to comply with all applicable local, state and federal laws, rules and regulations in its representation of COUNTY 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 CONSULTANT'S previous experience and the nature of the COUNTY's issues, CONSULTANT projects the work to be allocated 90% toward executive branch lobbying efforts and 10% toward legislative.

- B. The CONSULTANT will ensure that all of its employees, agents, sub-CONSULTANTS, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the COUNTY in accordance herewith.
- C. Upon request, the CONSULTANT will furnish a status of the project to the COUNTY's Director of Governmental Affairs.
- D. The CONSULTANT shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- E. The CONSULTANT will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONSULTANT may subcontract the services requested by the COUNTY; however, the CONSULTANT is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

- A. The CONSULTANT has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONSULTANT agrees that the CONSULTANT will exercise that degree of care, knowledge, skill, and ability as any other similarly situated CONSULTANT possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONSULTANT shall perform the services requested in an efficient manner, consistent with the COUNTY's stated scope of services and industry standards.
- B. The CONSULTANT covenants and agrees that it and its employees, agents, sub-CONSULTANTS, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

- A. The amount to be paid under this Agreement for services rendered will not exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.
- B. Compensation for services completed by the CONSULTANT will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONSULTANT for any project which may fall within

the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONSULTANT, the COUNTY may terminate this agreement with 30 days' written notice to CONSULTANT. Under no circumstances shall the Scope of Services include any specific legislative, public affairs, or public policy outcome.

- D. The CONSULTANT will be reimbursed for actual costs incurred, in accordance with the pricing schedule set forth in **Exhibit "B"**, which is attached hereto and made a binding part hereof. All travel expenses will be billed in accordance with Section 112.061, Florida Statutes. All expenses must be approved by the COUNTY in advance.

SECTION 6. DISCLOSURE OF CONFLICT.

In the event of any of the COUNTY's legislative issues/priorities conflict with issues the CONSULTANT is working on for other clients, the CONSULTANT shall immediately disclose that conflict or potential conflict to the COUNTY.

SECTION 7. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONSULTANT, the COUNTY shall compensate the CONSULTANT for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONSULTANT, or at the written request of the CONSULTANT, the COUNTY shall compensate the CONSULTANT for all services completed, prior to the effective date of termination. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination because of termination due to the fault of the CONSULTANT. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONSULTANT.

SECTION 9. INSURANCE.

- A. The CONSULTANT shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the COUNTY, in the form of a certificate prior to the start of any work, nor shall the CONSULTANT allow any sub-consultant to commence work on its subcontract until all similar insurance required of the sub-

CONSULTANT has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

- B. The CONSULTANT shall maintain the following types of insurance, with the respective minimum limits:
1. AUTOMOBILE LIABILITY: Two Million Dollars (\$2,000,000.00) Combined Single Limit (Each Accident);
 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 3. MEDICAL EXPENSES: One Thousand Dollars (\$1,000.00) – Any one person;
 4. PERSONAL & ADV. INJURY: One Million Dollars (\$1,000,000.00);
 5. GENERAL LIABILITY AGGREGATE: Two Million Dollars (\$1,000,000.00); and
 6. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars (\$1,000,000.00)
 7. WORKERS' COMPENSATION: Workers' Compensation which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$500,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONSULTANT understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-consultants, volunteers, and the like, including the costs to defend the COUNTY in the event of litigation against same.
- C. The CONSULTANT shall name the "Osceola County Board of County Commissioners" as additional insured, to the extent of the services to be provided hereunder, on CONSULTANT's general liability policy, and provide the COUNTY with proof of same. The COUNTY acknowledges and accepts that none of the CONSULTANT's other insurance policies offer additional insureds on the policies.
- D. The CONSULTANT shall provide the COUNTY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONSULTANT,
 2. The specified job by name and job number,
 3. The name of the insurer,
 4. The number of the policy,
 5. The effective date,
 6. The expiration date,

7. A statement that the insurer will mail notice to the COUNTY at least thirty 30 days (except ten 10 days for nonpayment of premium) prior to cancellation of the policy.
8. The Certificate Holders Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

**Osceola County Board of County Commissioners
c/o Director of Human Resources
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741**

- E. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONSULTANT's obligation to fulfill the insurance requirements specified herein.
- F. The CONSULTANT shall ensure that any sub-consultant(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONSULTANT shall maintain proof of same on file and made readily available upon request by the COUNTY.
- G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONSULTANT and/or sub-CONSULTANT providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Osceola County. The general liability and auto liability policies shall be Primary/Non-Contributory.

SECTION 10. COUNTY OBLIGATIONS.

At the CONSULTANT's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONSULTANT in providing and performing the required services.

SECTION 11. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 13. PUBLIC RECORDS.

- A. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:**

Public Information Office
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741
407-742-0100
BCCPIO@osceola.org

- B.** The CONSULTANT understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONSULTANT will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONSULTANT, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
1. Keep and maintain public records required by the COUNTY to perform the service.
 2. Upon request from the COUNTY’S custodian of public records, provide the COUNTY 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 by Florida law.
 3. 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 COUNTY.
 4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records

that are exempt or confidential and exempt from public records disclosure requirement. 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 COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the county.

5. If the CONSULTANT does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

SECTION 14. INDEPENDENT CONSULTANT.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONSULTANT, its employees, sub-consultants, representatives, volunteers, and the like, will be an independent CONSULTANT and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONSULTANT will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT's activities and responsibilities hereunder.

SECTION 15. APPLICABLE LICENSING.

The CONSULTANT, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 16. COMPLIANCE WITH ALL LAWS.

The CONSULTANT, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 17. INDEMNIFICATION.

The CONSULTANT agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, caused by the negligent acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-consultants, representatives, volunteers, or the like. The CONSULTANT agrees to indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert

witnesses, consultation services (but excluding attorneys' fees), arising from any and all negligent acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-CONSULTANTS, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder, provided that this agreement to indemnify, defend, and hold harmless shall be void and of no force and effect if it invalidates the CONSULTANT's insurance or otherwise deprives the CONSULTANT of any benefits under said insurance.

SECTION 18. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONSULTANT shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONSULTANT shall be appointed in any proceeding brought by or against the CONSULTANT, or if the CONSULTANT shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONSULTANT's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding the notice requirements of Section 7 hereof.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the CONSULTANT upon the express written consent of the COUNTY.

SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood

by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 23. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 24. **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONSULTANT. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONSULTANT shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY:	Osceola County Attention: Procurement Services 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741
CONSULTANT:	Capital City Consulting, L.L.C. 101 East College Avenue, Suite 502 Tallahassee, Florida 32301

SECTION 25. **MODIFICATION.**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. **HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. **ADMINISTRATIVE PROVISIONS.**

In the event the COUNTY issues a purchase order, memorandum, letter, or any other

instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The CONSULTANT warrants that the CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 7 hereof.

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONSULTANT warrants that it is not on the convicted CONSULTANT list for a public entity crime committed within the past thirty- six (36) months. The CONSULTANT further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-consultant, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted CONSULTANT list.

SECTION 30. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

The CONSULTANT is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONSULTANT will further ensure that all sub-consultants it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement and upon request, the CONSULTANT shall provide books, records, and accounts of all activities directly related to this engagement. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to audit during regular business hours by an authorized representative of the

COUNTY, and shall be retained by the CONSULTANT for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books related to the performance of this agreement during the three-year retention period. All portions of books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes.”

SECTION 33. PROJECT MANAGERS.

The COUNTY and the CONSULTANT have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONSULTANT to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the COUNTY. If the COUNTY or CONSULTANT replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The COUNTY will notify the CONSULTANT, in writing, if the current COUNTY Project Manager is replaced by another individual.

- A. The COUNTY Project Manager’s contact information is as follows:

Vianed Aldebol – Government Affairs Coordinator
Osceola County Government Affairs
1 Courthouse Square,
Kissimmee, Florida 34741
Phone: 407-742-4211
Email: vianed.aldebol@osceola.org

- B. The CONSULTANT Project Manager’s contact information is as follows:

Dean Izzo
Capital City Consulting, L.L.C.
101 East College Avenue, Suite 502
Tallahassee, Florida 32301
Phone: 850-222-9075
Email: dean@cccfla.com

SECTION 34. PUBLIC EMERGENCIES.

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a “First Priority” for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the COUNTY. The CONSULTANT agrees to rent/sell/lease all goods and services to the COUNTY or governmental entities on a “first priority” basis. The COUNTY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONSULTANT provide the COUNTY with products and/or services not under this Agreement, the COUNTY expects

to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 30 day of AUGUST, 2019.

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: [Signature]
County Manager/Designee

Date: 8/30/19

CAPITAL CITY CONSULTING, L.L.P.

By: [Signature]

Print: DEAN M. IZZO

Title: CONSULTANT

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was executed before me this 22 day of AUGUST, 2019, by DEAN M. IZZO as A CONSULTANT of Capital City Consulting, L.L.C., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

[Signature]
NOTARY PUBLIC, State of Florida

(stamp)



**Exhibit “A”
Scope of Services**

SCOPE OF SERVICES. Capital City Consulting, L.L.C. agrees to represent Osceola County before Florida’s executive and legislative branches, specifically, business interests relating to the Job Growth Fund Grant being sought by Osceola County. In addition, Capital City Consulting, L.L.C. agrees to:

- Utilize our experience and relationships to assist Osceola County staff to analyze and select the best project for the grant program;
- Provide analysis and guidance on how to respond to the state’s grant application processes and selection criteria;
- Assist Osceola County staff with project financials and proposed budget as part of the application process;
- Work with Osceola County personnel to determine economic development messaging which will have the greatest impact on key decision makers for the proposal; and,
- Educate the Department of Economic Opportunity, Enterprise Florida, and the governor’s office on how the project will promote economic opportunity.

Capital City Consulting, L.L.C. will provide the above referenced professional services for a monthly fee of \$8,000. In addition, out-of-pocket expenses will be reimbursed separately, but in accordance with the County’s Travel Policy and Procedures located in Chapter 8 of the Osceola County Administrative Code, as per Sections 112.061, 125.0104(9), Florida Statutes and their implementing regulations codified in the Florida Administrative Code, or any later amendments/successors to these authorities. Out-of-pocket expenses includes travel required as a part of representation, lobbyist registration, meals with staff, and any other nonstandard office expenses. All efforts shall be made to keep these expenses to a minimum. Capital City Consulting, L.L.C. will seek pre-approval by the County prior to travel.

Exhibit "B"
Pricing Schedule

Capital City Consulting, L.L.C. will provide the above referenced professional services for a monthly fee of \$8,000. In addition, out-of-pocket expenses will be reimbursed separately, but in accordance with the County's Travel Policy and Procedures located in Chapter 8 of the Osceola County Administrative Code, as per Sections 112.061, 125.0104(9), Florida Statutes and their implementing regulations codified in the Florida Administrative Code, or any later amendments/successors to these authorities. Out-of-pocket expenses includes travel required as a part of representation, lobbyist registration, meals with staff, and any other nonstandard office expenses. All efforts shall be made to keep these expenses to a minimum. Capital City Consulting, L.L.C. will seek pre-approval by the County prior to travel.

The CONSULTANT shall submit a monthly invoice at the first of each month for the immediate prior month, beginning on October 1, 2019 for services starting September 1, 2019.

Item	Description	TERM	UNIT PRICE	QUANTITY	EXTENDED COST
1.	Retainer Fee	Monthly (September 1, 2019 to August 31, 2020)	\$8,000.00	12	\$96,000.00
2.	Reimbursable Expenses for actual costs incurred	September 1, 2019 to August 31, 2020	Not to exceed during annual period		\$4,000.00
Total					\$100,000.00

Reimbursable Expenses for actual costs incurred will not exceed \$4,000 for the term of the Agreement without prior written approval.

All expenses must be approved by the COUNTY in advance.