Agreement between
Broward County Clerk of the Court and
Capital City Consulting, LLC

This is an Agreement between Broward County Clerk of the Court ("CLERK") located at Broward County Clerk of Courts, Central Courthouse, Judicial Complex West Building, 201 Southeast Sixth Street, 18th Floor (Administration), Room 18150, Fort Lauderdale, Florida 33301, and Capital City Consulting, LLC located at 101 East College Avenue, Suite 502, Tallahassee, Florida 32301 ("CONSULTANT"):

WHEREAS, November 6, 2018 Florida voters statewide approved Amendment 10, and March 1, 2019 HB 1183 was filed attempting to return the some of the duties redirected to the Broward Clerk to Broward County;

WHEREAS, CLERK has a need for governmental and legislative consulting services in order to further advocate for the interests of the constituents of Broward County, Florida;

WHEREAS, CONSULTANT has vast experience across a wide variety of industry sectors and former leadership roles in all aspects of state government, our consultants have access to the highest levels of policymakers in both parties. Each consultant is as adept at cultivating and leveraging valuable relationships as they are at tirelessly advocating for our clients; and

WHEREAS, CONSULTANT agrees to assist the CLERK with governmental and legislative consulting services.

NOW THEREFORE, in consideration of the conditions and mutual covenants stated below, the parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated as part of this Agreement.

2. Services. CONSULTANT is hereby retained as an independent contractor to CLERK, to assist CLERK with governmental consulting services before the Florida Legislature, the Governor's Office and Executive Branch offices and local government agencies in accordance with the specifications and requirements of the laws of Florida. CONSULTANT'S work will focus on Florida Constitutional Amendment 10 and any legislation related thereto, including but not limited to HB 1183, an Act relating to Broward County and such work will include executive agency work with the Executive Office of the Governor. This work will include identification of legislative priorities, formulation of strategy, research, providing testimony or other information to committees or officials, communications with elected officials and staff on behalf of CLERK and reporting on the status of work and pending issues for the CLERK for the period of this agreement. This work will be coordinated and directed through Peebles, Smith, & Matthews, Inc. Any changes to the scope of the services must be accomplished by a

recommendation by Peebles, Smith & Matthews, Inc. and agreed to by both parties to this Agreement in writing.

3. Communications. During the Legislative Session and preceding committee weeks, CONSULTANT shall provide weekly written updates of legislation and development concerning the CLERK. Between the end of one session and the beginning of committees for the next, CONSULTANT will provide status reports concerning the CLERK on a monthly basis. Any significant updates shall be timely reported to CLERK. The updates and reports may be sent via electronic mail to the CLERK and her designees and should cover issues which may generally and specifically impact the CLERK. The CLERK agrees to provide a written list of her designees to CONSULTANT.

4. Term. The term of this Agreement shall be April 26, 2019 through September 30, 2020. This Agreement as to the term and scope may be extended by mutual written agreement of both parties. Upon 10 days written notice, any party can terminate this agreement for any reason.

5. Compensation. In consideration for this Agreement, beginning May 1, 2019 CLERK shall pay CONSULTANT a total fee of not to exceed $48,000 annually, which is to be billed at a fee of Four Thousand Dollars ($4,000) monthly subject to the following stipulations:

    a. CONSULTANT shall submit invoices for compensation on a monthly basis. An electronic invoice will be paid in accordance with the Florida Prompt Payment Act, § 218.74, FLA. STAT. Each invoice shall outline the work performed by CONSULTANT during that invoice's pay period. All invoices submitted by CONSULTANT shall:
        i. comply with the requirements set forth in this Agreement; and

        ii. be submitted in the form and pursuant to the instructions of the CLERK.

    b. Upon receipt of an invoice that complies with requirements outlined in paragraph 4(a), CLERK shall pay CONSULTANT a fee of $4,000 per month. Such payments shall be made payable to Capital City Consulting, LLC located at 101 East College Avenue, Tallahassee, Suite 502, Florida 32301.

    c. The parties agree to pay CONSULTANT $500 for the work completed in April 2019 subject to the stipulations of 5(a). Such payment shall be made payable to Capital City Consulting, LLC located at 101 East College Avenue, Tallahassee, Suite 502, Florida 32301.

6. Relationship of Parties.

    a. CONSULTANT and CLERK, their agents, representatives, and employees shall, under no circumstances, be deemed partners, joint ventures, agents, employees or representatives of the other. In performing Services under this Agreement,

CONSULTANT shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of CLERK. All of CONSULTANT'S activities shall be at its own risk and CONSULTANT shall not be entitled to Workers' Compensation or similar benefits or other insurance protection provided by CLERK.

b. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods for performing Services.

c. CONSULTANT agrees that CLERK assumes no liability to any third party with respect to the performance or the action or inaction of CONSULTANT. CONSULTANT agrees to indemnify and hold harmless the CLERK, her officers, agents, and employees against any and all claims, losses, liabilities of any kind, which may arise as a result of CONSULTANT'S performance of services described in this Agreement and attachments hereto. This provision shall survive the expiration or termination of this contract. Nothing in this section shall be construed as an agreement by the CLERK to be sued or as a waiver of sovereign immunity, §768.28, FLA. STAT.

d. In the event the CONSULTANT becomes aware of any conflicts or potential conflicts between the interest of the CLERK and the interests of clients of the CONSULTANT, the CONSULTANT shall immediately notify the CLERK, or designee, in writing, of such conflict. Written notice may be in the form of e-mail notification. The CLERK and CONSULTANT shall attempt to resolve any such conflict in a manner mutually acceptable to the CLERK and CONSULTANT. If the conflict cannot be resolved to the satisfaction of the CLERK, the CLERK reserves the right to procure these items/services from other vendors with an appropriate reduction to the lobbyist's fee(s) or terminate the contract at the discretion of the CLERK. Notwithstanding anything in this provision, CONSULTANT agrees to work exclusively for the CLERK on the issue of Florida Constitution Amendment 10, and HB 1183 or the like, and agrees to retain no other client on this issue.

e. CONSULTANT agrees to collaborate with CLERK'S designees, affiliates, representatives, vendors, and the like.

7. Insurance. CONSULTANT shall indemnify and hold harmless the CLERK and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CLERK or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by CONSULTANT or its employees, agents, servants, partners principals or subcontractors. CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CLERK, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees

which may issue thereon. CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CLERK or its officers, employees, agents and instrumentalities as herein provided.

CONSULTANT shall furnish to the CLERK, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

a. **Worker's Compensation Insurance** for all employees of the CONSULTANT as required by Florida Statute 440.

b. **Commercial General Liability Insurance** on a comprehensive basis, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Clerk of Courts, Broward County, must be shown as an additional insured with respect to this coverage.**

c. **Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "**A-**" as to management, and no less than "**Class VII**" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

Certificates of insurance meeting the required provisions shall be sent to: Broward County Clerk of Courts, Purchasing Division, Room 265, 201 Southeast Sixth Street, Fort Lauderdale, Florida 33301.

8. Enforceability. Any provision of this Agreement prohibited by law or by court decree in any locality or state shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement as if the provision or part declared void or invalid had never been incorporated in the Agreement and the remainder of the Agreement shall continue to bind all parties.

9. Notice. For purposes of serving written notice herein, the respective addresses of the parties, unless changed by notice in writing, shall be as noted in the first paragraph of this Agreement. Any notice required or desired hereunder shall be deemed given upon receipt.

10. Lobbying Laws. CLERK and CONSULTANT acknowledge that CONSULTANT shall comply with all lobbying laws, rules and requirements.

11. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

12. Jurisdiction and Venue. Jurisdiction and venue shall lie in Broward County, Florida for any dispute which arises out of this Agreement.

13. Waiver. Failure to enforce any provision hereof shall not constitute a waiver of a party's right thereafter to enforce each and every such provision or any other provision.

14. Caption and Numbers. The captions and numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such numbers, nor in any way affect this Agreement.

15. Assignment. This Agreement is not assignable and shall be binding upon the parties thereto.

16. Authority. The individuals signing below represent and warrant that they have the authority to bind their respective companies to this Agreement.

17. Joint Preparation. The parties agree that that this Agreement expresses their mutual intent and that this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

18. Signatures. The parties agree to accept signatures of this agreement via electronic transmission and to consider such as originals.

IN WITNESS WHEREOF, the parties have set their signatures effective on the date before written.

Brenda Forman

Brenda Forman
Broward County Clerk of Courts
Central Courthouse
Judicial Complex West Building
201 SE Sixth Street, 18th Floor, Room 18150
Fort Lauderdale, FL 33301
bforman@browardclerk.org
Date: 4.26.19

Ron LaFace, Jr., Founder
Capital City Consulting, LLC
101 East College Avenue, Suite 502
Tallahassee, Florida 32301
Ron@CCCFLA.com

Date: April 26, 2019