

CONSULTANT AGREEMENT

This Agreement is made and entered into this 19th day of September 2023, by and between the **Sumter County Board of County Commissioners, Florida**, a political subdivision of the State of Florida, 7375 Powell Road, Wildwood, Florida 34785, hereinafter referred to as “Board” and **Capitol Solutions, LLC**, Post Office Box 10242, Tallahassee, Florida, 32302, hereinafter referred to as “Consultant”. Sumter County agrees to retain the Consultant and the Consultant agrees to provide professional services to Sumter County, in accordance with the following terms:

1. **TERM:** The term of this agreement shall begin on the date the agreement is signed by both parties, and shall terminate on September 30, 2024. Either party may terminate this agreement with thirty (30) days written notice.
2. **COMPENSATION:** Sumter County shall pay Sixty-Six Thousand Dollars (\$66,000) for services rendered by the Consultant, payable as follows: twelve monthly installments in the amount of Five Thousand Five Hundred Dollars (\$5,500) beginning October 1, 2023.
3. **SERVICES:** The Consultant shall provide state lobbying services to Sumter County and serve as Sumter County's Consultant. The Consultant shall coordinate consulting activities on Sumter County's behalf with Sumter County's designated officers and keep Sumter County informed of consulting and lobbying activities undertaken on Sumter County's behalf during and regarding the period of this contract term only. The Consultant shall provide state consulting and lobbying services on appropriation issues and other matters considered by the Legislative and Executive Branch of the State of Florida regarding Sumter County.
4. **EXTENT OF SERVICES:** The Consultant shall devote an appropriate amount of time and attention to Sumter County's business before the Florida legislature, Cabinet, and Executive Branch. During the term of this agreement, the Consultant shall not engage in any other business activity and which could pose a conflict of interest between its other business activity and the Consultant's representation of Sumter County regardless of whether or not it is pursued for gain or profit.
5. **WORKING FACILITIES:** The Consultant shall provide its own office, office help, and other facilities and services.
6. **EXPENSES:** The Consultant may incur reasonable expenses for promoting Sumter County's business, including expenses for entertainment, travel and similar items. Expenses shall be reimbursed by Sumter County to the Consultant on a monthly billing basis, through the duration of the agreement. Consultant must have Sumter County's prior approval before it incurs expenses on behalf of Sumter County for those expenses not already included as part of the compensation above.

7. **WAIVER OF BREACH:** Sumter County's waiver of breach of any provision of this agreement by the Consultant shall not operate or be construed as a waiver of any subsequent breach by the Consultant. No waiver shall be valid unless in writing and signed by an authorized officer of Sumter County.
8. **ASSIGNMENT:** The Consultant acknowledges that its services are unique and personal. Accordingly, the Consultant may not assign its rights or delegate its duties or obligations under this agreement. Sumter County's rights and obligations under this agreement shall inure to the benefit of and shall be binding upon Sumter County's successors and assigns.
9. **ENTIRE AGREEMENT:** This agreement contains the entire understanding of the parties. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of and waiver, change, modification, extension, or discharge is sought.
10. **HEADINGS:** Headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions.
11. **COUNTERPARTS:** This agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall be construed as one and the same instrument.
12. **VENUE AND JURISDICTION:** Any dispute arising from this agreement shall only be litigated in a court of competent jurisdiction in Sumter County, Florida.
13. **E-VERIFY:** system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees.
 - a. The Consultant agrees to certify to Sumter County (County) that they are in compliance with the federal E-Verify program; this includes obtaining written certification from all sub-Consultants who will participate in the performance of the contract. All sub-Consultant certifications must be kept on file by the general Consultant and made available to the state and/or the County upon request. The Sumter County Board of County Commissioners reserves the right to take action against any Consultant deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of the contract and/or suspending or debaring the Consultant from performing services for the County.
14. **PUBLIC RECORDS** - All analyses, data, documents, models, modeling, reports and tests performed or utilized by Consultant shall be made available to the Board upon request and shall be considered public records, pursuant to F.S. 119.0701. Firm shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
 - a. **If the Consultant has questions regarding the application of Chapter 119, Florida Statutes, to the Consultants' duty to**

provide public records relating to this agreement, contact the custodian of public records at 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.

15. **INDEMNIFICATION** - The Consultant shall indemnify, defend and hold harmless the County, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney’s fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Consultant’s own employees or damage to property occasioned by a negligent act, omission or failure of the Consultant.

IN WITNESS WHEREOF: The following parties have executed this agreement:

CLERK and AUDITOR

BOARD OF COUNTY COMMISSIONERS

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By: Deputy Clerk

By: Chairman

CAPITOL SOLUTIONS, LLC

By: Patrick E. Bell, Partner