



**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
MARTIN COUNTY AND CAPITAL CITY CONSULTING,
LLC, FOR PROFESSIONAL SERVICES**

The following is an Agreement between Martin County, hereinafter referred to as "COUNTY," and Capital City Consulting, LLC, hereinafter referred to as "CONTRACTOR."

WHEREAS, CONTRACTOR is duly qualified as a consultant and advisor with regard to Lobbying Services regarding the County's interest in matters related to the All Aboard Florida ("AAF") project.

WHEREAS, in the judgment of the Commissioners of Martin County, it is necessary and desirable to employ the services of CONTRACTOR to assist the County with its strategy for various agency and legislative matters regarding the AAF project.

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

PART I – SPECIAL PROVISIONS

A. SCOPE OF SERVICES: Includes representation of the COUNTY regarding All Aboard Florida, as more particularly set forth in CONTRACTOR's proposal for services, which is attached hereto and incorporated herein by reference.

B. REPORTS AND RECORDS: The COUNTY is entitled to be advised as often as the COUNTY sees fit, of the status of work which the successful proposer is performing and in such detail as the County may specify.

All reports prepared or obtained under this Agreement shall be considered works for hire and shall become the property of the COUNTY without restriction or limitation on their use. At the termination of this Agreement, CONTRACTOR shall deliver to the COUNTY, all papers, surveys, reports and other material to which the COUNTY has exclusive rights by virtue of this Agreement, or of any business done by the CONTRACTOR on behalf of the COUNTY. The CONTRACTOR shall submit reports and updates to the County Administrator or his designee as follows:

1. Summary Report. At a minimum six (6) month interval, a report outlining the progress made on those legislative and/or agency issues relating to the AAF Project and a summary of activities to date. The CONTRACTOR shall identify the staff member assigned to each issue.

2. Monthly Report. On a monthly basis, the CONTRACTOR shall submit a written report outlining significant actions taken on behalf of the COUNTY relating to the AAF Project and governmental relations or lobbying opportunities which the COUNTY may wish to pursue.

CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes, and all other legal public records requirements, as may be applicable. Specifically, CONTRACTOR shall: a) Keep and

maintain any and all records constituting public records that ordinarily and necessarily would be required by the public agency in order to perform the service; b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, or as provided by law; c) Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law; d) Meet all requirements for retaining public records and transfer to the County all public records in possession of Attorney upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

C. PAYMENT: CONTRACTOR'S compensation for the services provided hereunder shall be twelve thousand five hundred dollars and no cents (\$12,500.00) per month. A monthly invoice shall be submitted by CONTRACTOR at the first of each month. This payment shall be deemed inclusive of all costs directly attributable to the performance of this work including but not limited to travel, copy costs, long distance charges and thus, no costs may be separately invoiced by CONTRACTOR.

D. KEY PERSONNEL ASSIGNMENT: CONTRACTOR has represented to COUNTY that COUNTY will have Nick Iarossi of CONTRACTOR'S firm, as the lead personnel in the performance of CONTRACTOR'S duties hereunder, and has relied on that representation as an inducement to entering into this Agreement. This Agreement shall not be assigned by either party. If Nick Iarossi no longer performs the services provided herein, COUNTY shall have the right to terminate this contract after thirty (30) days' notice to CONTRACTOR of COUNTY's intent to terminate. Such termination shall end COUNTY's obligation to pay any sums due under this Agreement following such termination.

PART II – GENERAL PROVISIONS

A. It is understood and agreed that CONTRACTOR may be required to register on behalf of Martin County pursuant to state laws or regulations. The County agrees to complete any forms, upon written request by CONTRACTOR, as may be necessary to comply with lobbyist registration requirements under Florida law that may arise as a result of CONTRACTOR's representation of the County during the term of the contract or after its termination should reporting periods overlap.

B. STATUS OF CONTRACTOR: The parties intend the CONTRACTOR, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent of employee of COUNTY and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits COUNTY provides its employees.

C. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS: All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

COUNTY: County Administrator
Martin County
2401 SE Monterey Road
Stuart, FL 34996

CONTRACTOR: Nick Iarossi
Capital City Consulting, LLC
101 E. College Avenue, #502
Tallahassee, FL 32301

D. NON-DISCRIMINATION: CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.

E. CONFLICT OF INTEREST: CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of Martin County and the State of Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws, as well as federal laws and regulations applicable hereto.

F. TERM OF AGREEMENT: Upon execution, this Agreement shall become effective June 1, 2016 and continue through May 31, 2017. It is also agreed that the COUNTY shall have an option to renew this Agreement four (4) times for additional one-year terms; provided, however, the maximum term of this Agreement may not exceed five (5) years. COUNTY agrees to notify CONTRACTOR in writing at least sixty (60) days prior to the expiration of the current contract term of its renewal of this Agreement. Either party has the right to terminate this contract with or without cause upon thirty (30) days' notice given.

G. JURISDICTION: This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

H. VENUE: Any and all legal action necessary to enforce this Agreement will be held in Martin County, Florida.

I. INSURANCE: CONTRACTOR will maintain in full force and effect, during the term of this contract, Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and a Four Million Dollars (\$4,000,000.00) aggregate as well as Workers' Compensation Insurance up to Five Hundred Thousand Dollars (\$500,000.00). A Certificate of Insurance, satisfactory to the County, evidencing such coverage and listing County as an additional insured, shall be furnished to the County immediately upon execution hereon and before commencement of Services under this Agreement, with complete copies of the applicable policy to be furnished upon County's request. Such Certificate of Insurance shall provide County with thirty (30) days prior written notice of any cancellation or non-renewal. CONTRACTOR must provide County with a renewal certification thirty (30) days prior the expiration of the current Certificate of Insurance. Failure to provide and maintain Certificates of Insurance, as required herein shall constitute a material breach of the contract.

J. INDEMNIFICATION. CONTRACTOR shall indemnify, hold harmless, and defend the County, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of actions (excluding attorney's fees) which may arise by virtue of any intentional or negligent

act or omission of CONTRACTOR in performance of SERVICES.

K. NON-APPROPRIATIONS. The County's performance and obligation to pay under this contract beyond the current fiscal year is contingent upon an annual appropriation by the County's Board of County Commissioners.

L. ENTIRE AGREEMENT. The foregoing terms and conditions constitute the entire contract between the parties hereto and any representation not contained herein shall be null and void and of no force and effect. Further, this contract may be amended only in writing upon mutual consent of the parties.

M. SEVERABILITY. If any term or provision of this contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable, as permitted by law.

N. PUBLIC RECORDS. The CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically, CONTRACTOR shall:

1. Keep and maintain public records required by the County to perform the Agreement.
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 in Chapter 119, Fla. Stat. or as otherwise provided by 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 Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the Agreement. If the CONTRACTOR transfers all public records to the County upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintain public records upon completion of the Agreement, the CONTRACTOR 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 it compatible with the information technology systems of the County.
5. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION 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 (772) 288-3288, dwest@martin.fl.us, 2401 SE Monterey Road, Stuart, FL 34996.**
6. Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and shall constitute grounds for termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

REVIEWED BY

MARTIN COUNTY, FLORIDA



Devon West
Legislative Affairs Director



Taryn Kryzda
County Administrator

CAPITAL CITY CONSULTING, LLC



Nick Iarossi
Partner



June 22, 2016

Ms. Devon West
Legislative Coordinator
Office of Community & Strategic Partnerships
Administration Department
Martin County Board of County Commissioners
Furnished via email to: dwest@martin.fl.us

Dear Devon:

In accordance with Florida reporting obligations required of lobbying firms, Capital City Consulting must report percentages of our consulting fee allocated to the legislative and executive branch services. Based on our previous experience and the nature of your issues, we project the work to be allocated 30% toward executive branch lobbying efforts and 70% toward legislative.

Please let me know if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nick Iarossi', with a long horizontal line extending to the right.

Nick Iarossi
Member