

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

Englewood Water District

And

Capitol Energy Florida Services, LLC d/b/a Capitol Access

This Professional Services Agreement is made and entered into this 6th day of December, 2016, by and between Englewood Water District (hereinafter referred to as "EWD" or "Client(s)"), and Capitol Energy Florida Services, LLC, d/b/a Capitol Access of Tallahassee, FL (hereinafter referred to as "Capitol Access" or "Contractor").

Background:

The Englewood Water District (EWD) is an independent special district that provides water and waste water services throughout an area encompassing approximately 44.5 square miles in southern Sarasota County and Western Charlotte County. The EWD owns and operates three freshwater and two brackish water well fields. The District also operates a 3.0 MGD water reclamation facility that treats sanitary water. As of November 2008, more than 82% of all water customers also receive sewer service.

Capitol Access is a full service consulting firm specializing in state and local government affairs, public relations and community relations. Capitol Access specializes in advocacy of projects and policies related to infrastructure, governmental, transportation, land use, environmental, energy and agricultural interests. Capitol Access was founded by Jerry Paul who is an engineer, attorney, former member of the Florida House of Representatives (representing portions of Sarasota, Charlotte and Lee Counties) and formerly served as the Principal Deputy Administrator of the U.S. National Nuclear Security Administration appointed by President Bush and confirmed by the U.S. Senate in 2004. As a practicing attorney Mr. Paul formerly served as an Assistant Charlotte County Attorney and, thereafter in private practice, represented local government clients such as City of Punta Gorda, Charlotte County School Board, Englewood Water District, and the Gasparilla Island Bridge Authority. His private practice also included, land use, property rights, and civil litigation.

Rob Shave, a native of Charlotte County, is a government affairs consultant with years of prior experience serving in Florida government including Legislative Staff for the Florida House of Representatives Environment and Natural Resources Committee and Research Analyst for the Florida Taxation and Budget Reform Commission. Prior to his service in Florida government, Mr. Shave worked as a professional within his family-owned title insurance agency. He is a graduate of the Florida State University where he received his B.S. in Political Science.

The EWD and Capitol Access now enter into this agreement whereby Capitol Access will provide its expertise, network of contacts and assistance on a contractual consultative basis.

Goals:

EWD intends to remain aware of governmental policies that may affect its ability to perform its mission. At times the EWD Chairman, Executive Director or General Counsel may need assistance with monitoring, tracking and influencing legislation and regulations relating to EWD operations and its customers. The EWD also seeks to maintain favorable relationships with key State officials, local officials and private sector entities such as electric utilities with whom the EWD needs to coordinate activities on a collaborative basis.

Agreement:

1. Contractor's Responsibilities.

Contractor's Services shall be performed on an as-needed basis upon request and authorization by the Chairman of the EWD, its Executive Director or General Counsel. Such services may include but are not limited to the following:

- a. Consult with and advise EWD on any and all State government affairs activities necessary to accomplish the Goals identified above.
- b. Monitor and track proposed state legislation including bills and amendments that may affect the interests of the EWD.
- c. Represent the interests of the EWD through communications and advocacy when necessary. Communications may be with some or all of the following: Officials and staff within Florida state government such as those within the Office of Water Policy at the Florida Department of Environmental Protection (DEP), Office of Water Policy within the Florida Department of Agriculture and Communications, Florida Department of Economic Opportunity, Florida Legislature (legislators, legislative staff and committee staff), and Local Governments including counties and municipalities.
- d. On behalf of EWD, monitor, track and promote policies during the upcoming legislative committee weeks and session that could provide funding streams or incentives favorable to the goals of the EWD.
- e. Coordinate visits by EWD to the Capitol in Tallahassee.
- f. Maintain a presence on behalf of the EWD to ensure its capability to rapidly respond to emerging policy issues and ensure that governmental officials will more readily access the EWD for input on potential policy matters.

2. **EWD's Responsibilities.** EWD shall not be obligated to pay a fixed monthly fee for services. Instead, for the purposes described herein, EWD shall pay Contractor on an hourly basis for services that may be requested by the Client and rendered by Contractor pursuant to the following fee schedule:

A. Senior Partner: \$ 225 per hour

B. Associate + Affiliate: \$190 per hour

Costs shall be reimbursed only upon prior authorization by Client.

3. **Standards for Services.** Contractor agrees to provide all Services in a competent, professional manner, and in full compliance with all applicable laws, rules, regulations, and in accordance with all professional and industry standards.
4. **Term and Termination.** The term of this Agreement is twelve (12) months and shall be automatically renewed for successive twelve (12) terms unless cancelled. Either party may cancel this agreement upon sixty (60) days written notice.
5. **Assignment.** Contractor shall not assign any interest in this Agreement and shall not transfer any interest therein without prior written consent of EWD. Any attempt at assignment of rights under this Contract except for those specifically consented to by both parties or as stated above shall be void.
6. **Modification.** This Agreement may only be modified by a written amendment hereto, executed by both parties.
7. **Confidential Relationship.** All dealings of the parties hereto are confidential, and no report, data, information or communication developed, prepared or assembled by Contractor hereunder shall be revealed or made available to any person or entity other than EWD without EWD's permission except as provided by law. Should any request be made of Contractor for Confidential Information by a third party, Contractor shall notify EWD in writing immediately, and shall cooperate with EWD in responding to such request Contractor shall return all Confidential Information in its possession to EWD upon termination of this Agreement or upon request at any time. Contractor shall certify in writing that all Confidential Information has been returned to EWD upon request.
8. **Independent Contractor.** No employer/employee relationship is intended by the parties hereto, the relationship of Contractor to EWD being that of independent contractor. Neither Jerry Paul nor Capitol Access is being hired as legal counsel. EWD will not be required to make payroll deductions or provide worker's compensation insurance or health benefits.
9. **Severability.** If any provision of this Agreement is held to be unenforceable, the remainder

of this Agreement shall be severable and not affected thereby.

10. **Survival.** Contractor shall remain obligated under all clauses of this Agreement which expressly or by their nature extend beyond the term hereof.

11. **Notices and Contacts:**

Notices shall be provided to Capitol Energy, LLC through direct mail at:
400 Capital Circle SE, Suite 18116
Tallahassee, Florida 32301

Notices shall be provided to EWD through direct mail at:
Roger K. Quick as the Administrator
rquick@ewdfl.com
201 Selma Ave, Englewood, FL 34223

Billing online shall be directed to EWD via email to the following authorized accounting representative at the following email address:

EWD Authorized Billing Account Representative:

Roger K. Quick, Englewood Water District Administrator

Email address of EWD Authorized Billing Account Representative:

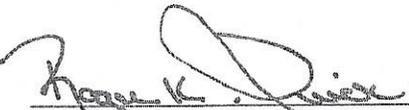
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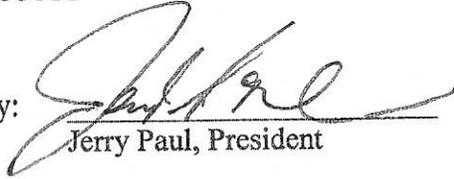
12. **Additional Provisions.** This Agreement shall be governed by the laws of the State of Florida. It constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral or written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

Executed by Contractor and by EWD as follows:

EWD

**Capitol Energy Florida
Services, LLC d/b/a Capitol
Access**

By: 
Roger K. Quick, Administrator

By: 
Jerry Paul, President

Date: December 6, 2016

Date: _____

BOARD AGENDA ITEM SUMMARY 8b

MEETING DATE REQUESTED: December 6, 2018

SUBJECT: Capitol Access Consultant Agreement
Renewal

CATEGORY: Consent Discussion Action Item

CONTACT PERSON: **Ray Burroughs**

DEPT.: **Administration**

Return Paperwork to: Contact Person

Other: **Teresa Herzog**

ITEM: **Renewal of the Capitol Energy Florida Service, LLC d/b/a Capitol Access Consultant Agreement.**

PURPOSE / JUSTIFICATION: This agreement was entered into December 5, 2013 and amended on December 6, 2016. Mr. Paul was utilized for assistance in navigating the legislative process to secure the DEP Grant Agreement during the V9-C sewer expansion project and Capitol Access services have not been requested since. This agreement will automatically renew for an additional 12 months or may be cancelled with 60-day notice. If the Agreement is to be renewed, the EWD contact information will be revised. The state filing fee is \$45.00 and should the District use Capitol Access for any matter the hourly rate would apply.

FISCAL IMPACT: N/A

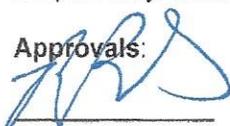
Budget Resolution Required: yes no

MOTION: **To allow the Professional Services Agreement between The Englewood Water District and Capitol Energy Florida Service, LLC d/b/a Capitol Access to automatically renew for an additional 12 months.**

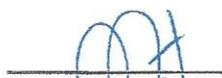
Prepared By: **Teresa Herzog**

Date: **November 28, 2018**

Approvals:



Administrator



Finance



Technical Support



Operations



Human Resources

ACTION TAKEN BY BOARD: Denied Approved / Resolution No: 18-12-06 B

ATTACHMENTS: **Executed Capitol Energy Florida Services, LLC d/b/a Capitol Access Professional Services Agreement**