

PROFESSIONAL SERVICES AGREEMENT

between

St. Johns County School District

and

Capitol Access

This Professional Services Agreement is made and entered into this ____ day of January, 2019 by and between the Parties, St. Johns County School District of St. Augustine, Florida (hereinafter referred to as “District” or “Client(s)”), and Capitol Access a/k/a Capitol Energy Florida Services, LLC of Tallahassee, FL (hereinafter referred to as “Capitol Access”, “CA” or “Contractor”).

Background:

St. Johns County School District (“District”) is an independent school district and body politic providing K through 12 education throughout St. Johns County Florida. In February 2018 the District was sued in Florida’s Seventh Circuit Court by Justin Williamson who claimed damages for injuries resulting in an automobile accident between himself and the driver of a bus operated by an employee of the District in a matter referred to herein as Williamson v. St. Johns or “the Litigation”. Pursuant to the Litigation, Judge Michael Traynor found the District liable to Williamson in the amount of \$1,955,161.93 for which Final Judgement was issued. On or about August 1, 2018, Senate Bill 46 was filed in the Florida Senate seeking an act of the Legislature directing the District to pay \$1,955,161.93 to Williamson (“the Claims Bill”). The District opposes the Claims Bill.

Capitol Access is a full-service consulting firm specializing in government affairs for clients needing assistance with access and advocacy on governmental matters within the tribunals of the Florida Legislative and Executive Branches. Capitol Access is recognized as a leading firm in the State of Florida on matters related to policy and appropriations. CA enjoys exceptional relationships with, and access to, Florida’s most influential governmental officials and executive leaders throughout Florida. CA’s founder and Principal, Jerry Paul, is an engineer, attorney, and former member of the Florida House of Representatives where he served as a Majority Whip and Co-Chair of the House Claims Committee. Over a period spanning more than two decades, Mr. Paul has represented clients in civil trial and legislative matters and has represented many local governments including municipal, county, special district, and school district clients. He also formerly served as a President-Appointed senior official in the United States Government. Rosanna Catalano is an attorney and lobbyist with Capitol Access with extensive litigation and governmental affairs experience including service as an Assistant State Attorney and Assistant Attorney General.

Goals:

The District seeks to prevent passage of SB 46.

Agreement:

The parties enter into this agreement whereby each will perform the following responsibilities:

1. **Contractor's Responsibilities.** CA will provide its expertise, network of contacts, and assistance on a contractual consultative basis to perform services including but not be limited to the following:
 - A. Serve as lead lobbyists for all activities necessary to defeat the passage of SB 46 during the 2018-19 Legislative Session;
 - B. Consult with and advise Client on any and all matters relating to the accomplishment of the above-listed goals; and
 - C. Engage in communications and other activities necessary to advocate on behalf of the interests of the District related to the Claims Bill.
 - D. Upon request by Client, provide a written summary of all lobbying communications and activities conducted on behalf of Client to prevent passage of SB 46.

2. **Client's Responsibilities.** For the purposes described in this Agreement, Client shall pay Contractor for Services totaling forty-eight thousand dollars (\$48,000) to be paid as follows:
 - A. On January 1, 2018, twelve thousand dollars (\$12,000);
 - B. On March 5, 2018 (opening day of the 2018-19 Florida Legislative Session), twelve thousand dollars (\$12,000);
 - C. On April 6, 2018 (midpoint of the 2018-19 Florida Legislative Session), twelve thousand dollars (\$12,000); and
 - D. On May 3, 2018 (scheduled *sine die* of the 2018-19 Florida Legislative Session), twelve thousand dollars (\$12,000).
 - E. If Client chooses to retain Contractor to perform the services described in this Agreement for the 2019-2020 Florida Legislative Session, Contractor agrees to offer the same services for a total of \$24,000.

In addition, Contractor shall be reimbursed for reasonable pre-cleared out-of-pocket expenses that are incurred on behalf of the Client.

Contractor's service shall be for the term described below including periods up to and

including the last date when the Governor may approve or veto SB 46.

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 shall be 12 months beginning on the date this Agreement is executed.
5. **Assignment.** Contractor shall not assign any interest in this Agreement and shall not transfer any interest therein without prior written consent of Client. 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 Client without Client's permission except as provided by law. Should any request be made of Contractor for Confidential Information by a third party, Contractor shall notify Client in writing immediately, and shall cooperate with Client in responding to such request. Contractor shall return all Confidential Information in its possession to Client upon termination of this Agreement or upon request at any time. Contractor shall certify in writing that all Confidential Information has been returned to Client upon request.
8. **Independent Contractor.** No employer/employee relationship is intended by the parties hereto, the relationship of Contractor to Client being that of independent contractor. Neither Jerry Paul, Rosanna Catalano nor CA is being hired as legal counsel. Client 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 Access through direct mail at 400 Capitol Circle, Southeast, Suite 18116, Tallahassee, FL 32301.

Notices shall be provided to the District through direct mail at Dell Graham, PA, Attn: David Delaney 203 NE 1st Street, Gainesville, FL 32601 _____.

Billing online shall be directed to the District via email to the following authorized accounting representative at the following email address:
David.delaney@dellgraham.com__

12. **Additional Provisions.** This Agreement shall be governed by the laws of the State of Florida. This Agreement represents 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 St. Johns County School District, or its designee, as follows:

St. Johns County School District

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

By: _____
David M Delaney, Attorney

By:  _____
Jerry Paul, President

Date: _____

Date: 1-3-19 _____