

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

City of Key Colony Beach (KCB)

and

Capitol Access

This Professional Services Agreement is made and entered into this _____ day of December, 2017, by and between Fair Insurance Rates for Monroe (KCB) of Key West, Florida, (hereinafter referred to as "KCB" or "Client(s)"), and Capitol Access of Tallahassee, Florida (hereinafter referred to as "Capitol Access" or "CA" or "Contractor").

Background:

Established in 1957, the city of Key Colony Beach (KCB) is situated on 286 acres located in the heart of the Florida Keys at mile marker 53.5 on US Highway 1. There are 772 year round residents of Key Colony Beach, although the population peaks to about 3,800 in mid-winter and averages around 2,000 the rest of the year. There are approximately 1439 housing units within KCB along with 89 undeveloped lots and City property that includes the City Hall Offices and Auditorium, the Post Office, City Recreation Areas, 2 Public Works Buildings, a Wastewater Treatment Plant, Golf Course, City Hall Park, Gazebo Park, East Side Park, Sunset Park, Water Front Park and the City entrance.

As of September 2017 the total taxable property value in Key Colony Beach was \$695,129,268. The general fund budget for FY 17-18 is \$2,715,845. The millage rate is set at 2.230 per \$1,000 of assessed property value. The combined FY 17-18 operating budget for the wastewater treatment plant and the stormwater collection systems is \$3,981,616 and is financed by user fees. The complete budget is available on the City website.

Five city commissioners elected for two-year staggered terms govern Key Colony Beach. City elections are non-partisan and are held each year on the 2nd Tuesday in March. The current city commissioners are Mayor John DeNeale, Vice Mayor Ron Sutton, Commissioners Jim Pettorini, Jerry Ellis and April Tracy.

Thirteen employees assist the city commission including a staff of five in the City Administrator's office: a five-member police department, and a staff of four in the building/public works department.

KCB experienced major damage from Hurricane Irma including, most notably, damage to the City Hall buildings, infrastructure at Sunset Park, and some damage to the wastewater treatment facility.

KCB has significant need for funding support from the State of Florida for repairs with a priority on funding for rebuilding the City Hall. The Florida Legislature has been holding Committee Meetings in anticipation of the upcoming 2018 Legislative Session. The Committee Meetings have included extensive consideration of requests for funding support for Hurricane Irma Recovery. Key Colony Beach does not currently have an official funding request submitted to the Legislature.

Capitol Access (Contractor) is a full-service KCB providing government affairs, lobbying and consulting Services in Florida. All of CA's lobbyists have extensive experience with Florida government, governmental affairs, policymaking, and communications. CA enjoys strong relationships with the key legislative officials instrumental to the interests of KCB.

Jerry Paul, President of CA, is an engineer, attorney, former elected member of the Florida Legislature representing coastal portions of Southwest Florida including areas that were hardest hit by Hurricane Charlie. Mr. Paul formerly served as an Asst. County Attorney and served as counsel to multiple local governments (school board, special districts, and municipalities). During his term in office, Mr. Paul was an advocate for local government interests and for fair insurance rates for coastal areas of Florida. Jerry also formerly served as a Presidential-Appointed, U.S. Senate-Confirmed federal official. He has extensive experience as an attorney and government affairs consultant dating back to the origins of Capitol Access in 1997. During his term as State Representative, he served as a local Legislative Delegation Chair and served as a member of leadership as the Majority Whip. He also served as an Appropriations Subcommittee Chairman in the Florida House which provides him with a unique background for budget requests on behalf of clients. Mr. Paul resides in Tallahassee Florida and splits his time part time in Monroe County.

Rosanna Catalano is an attorney and has experience working in many facets of state government. She has previously served as the Executive Director of the Florida Elections Commission where she lobbied the Florida legislature on the agency's behalf. She has worked at the Florida Office of the Attorney General ("OAG") serving as Board Counsel to both the Board of Medicine Credentials Committee and Board of Nursing, and HIPAA advisor to the OAG. She is a former Assistant General Counsel to the Florida Department of Health and AHCA. Aside from her legal and legislative work, she has extensive communication skills from her work in broadcast news.

Goals:

KCB's initial goal is to properly submit, pursue and adopt an official appropriations request to help fund the reconstruction of the City Hall facilities to recover from damages caused by Hurricane Irma. Funding may also be pursued for repairs to Sunset Park and the wastewater treatment plant.

KCB also intends to develop a comprehensive strategy for more active and effective engagement with the government of the State of Florida.

Agreement:

KCB and CA now enter into this agreement:

1. **Contractor's Responsibilities.** During the term of this Agreement, Contractor shall provide the following services in collaboration and coordination with any and all other lobbyists representing KCB:
 - A. Promptly prepare and submit a Legislative appropriations request for funding to rebuild the KCB City Hall.
 - B. Represent the interests of KCB in the State Capitol including the Legislature and Executive Branch agencies including promotion of KCB's goals;
 - C. Monitor and track all legislation and amendments filed or otherwise considered in Florida that could affect the interests of KCB. As directed by the Client, CA will apply appropriate advocacy for or against such legislation.
 - D. Elevate the profile of KCB in the Capitol;
 - E. Facilitate expanded outreach, communications and relationships with State officials instrumental to the interests of KCB including but not limited to State Legislative Delegation members and their staff personnel; Chairs and members of key committees along with their staff personnel; and Executive branch officials and their staff personnel;
 - F. Coordinate and host visits to the Capitol by members or representatives of KCB Assist with the coordination of introductions and meetings by KCB leaders with key officials in Tallahassee;
2. **KCB's Responsibilities.** For the purposes described in this Agreement, KCB shall pay Contractor thirty-six thousand dollars (\$36,000) for Services rendered in the form of a monthly fee retainer in the amount of three thousand dollars (\$3,000) per month beginning December 2017 through the term of this Agreement. Payment for the first month of this contract shall be tendered upon execution thereof. Contractor shall be reimbursed for reasonable out-of-pocket expenses that are incurred on behalf of KCB.
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 applicable.
4. **Term and Termination.** The initial term of this Agreement shall be December ____, 2017 through December ____, 2018. This agreement will renew automatically for successive twelve (12) month terms unless either party otherwise objects.
5. **Assignment.** Contractor shall not assign any interest in this Agreement and shall not transfer any interest therein without prior written consent of KCB. 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 KCB without KCB's permission except as provided by law. Should any request be made of Contractor for Confidential Information by a third party, Contractor shall notify KCB in writing immediately, and shall cooperate with KCB in responding to such request. Contractor shall return all Confidential Information in its possession to KCB upon termination of this Agreement or upon request at any time. Contractor shall certify in writing that all Confidential Information has been returned to KCB upon request.
8. **Independent Contractor.** No employer/employee relationship is intended by the parties hereto, the relationship of Contractor to KCB being that of independent contractor. KCB will not be required to make payroll deductions or provide worker's compensation insurance or health benefits.
9. **Indemnification.** Contractor shall indemnify, defend and hold harmless KCB from and against any and all claims, demands, actions, losses, costs, damages and expenses arising from or out of any willful acts of Contractor.
10. **Severability.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.
11. **Survival.** Contractor shall remain obligated under all clauses of this Agreement which expressly or by their nature extend beyond the term hereof.
12. **Notices and Contacts:**

Notices shall be provided to Contractor through direct mail at 310 West College Avenue, Tallahassee, Florida 32301

Notices shall be provided to Client through direct mail at:

600 W OCEAN DR.
KEY COLONY BEACH, FL
33051

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

Client Authorized Billing Account Representative: Betsy Todd

Email address of Client's Authorized Billing Account Representative:

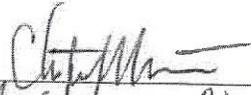
CLERK 2 @ keycolonybeach.net

13. **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 KCB as follows:

City of Key Colony Beach

Capitol Access

By: 
Christopher Mooney, City Administrator

By: 
Jerry Paul, President

Date: _____

Date: _____