



December ____, 2022

William G. Thiess, Mayor
Town of St. Lucie Village, Florida
2841 N. Old Dixie Hwy.
Fort Pierce, FL 34946

Re: Lobbyist/Consultant Agreement

Dear Mr. Thiess:

Capital City Consulting, LLC, (hereinafter “CCC” or the “Consultant”) welcomes the opportunity to represent the Town of St. Lucie Village, Florida (“St. Lucie Village” or “the Village”) as consultants/lobbyists before Florida’s legislative and executive branches. Given our government affairs experience, we believe we are well equipped to enhance your efforts in Tallahassee. This letter of agreement is intended to set forth our understanding as to the nature, scope and terms of professional consulting services CCC has agreed to provide to St. Lucie Village.

SCOPE OF SERVICES. CCC agrees to represent St. Lucie Village during legislative sessions and committee weeks to monitor all actions of the legislative and executive branches that could impact the Village’s funding in Florida. In addition, CCC agrees to lobby and advocate, with support from Erin L. Deady, P.A., and OVID Solutions, (both as “subcontractors” to CCC) on behalf of the Village in relation the projects specified by the Village. This service includes lobbying all levels of Florida government at the direction of the Village and the development of grant applications.

TERM. The term of this relationship shall begin on January 1, 2023, and continue until cancelled with 30 days advanced written notice by either party.

FEES. CCC will provide the above-referenced professional services for an annual fee of \$60,000.00 payable in monthly payments of \$5,000.00. In addition to our fee for services, we also charge separately for pre-approved out-of-pocket expenses such as travel required in your representation, lobbyist registration, CCC members’ meals while meeting with legislators and staff, and any other nonstandard office expenses. We make every effort to keep these expenses to a minimum and often times split expenses amongst multiple clients if appropriate. CCC does not pay for meals or any expenses of legislators or other government officials. The support of subcontractors ELD and OVID shall be invoiced to CCC consistent with the Cost Considerations attached, or as otherwise separately agreed in a meeting and authorization by the Village through email correspondence or other written authorization. The attached Subcontractor Cost Consideration Attachment A is

estimated at \$7,500 for two Resilient Florida grant applications, \$6,000 for targeted Federal grant research to pursue one Federal grant application at an estimate of \$6,000 for a total estimated Subcontractor fee of \$19,500.00. Amounts in excess of these estimates may only be billed with Village prior approval. CCC is responsible for payment to subcontractors upon remittance of payment, by the Village, to CCC for services rendered. All other managerial and administrative matters regarding subcontractors will be managed by the Village.

CONFIDENTIALITY. To the extent permitted by law, CCC will treat any and all information, communications, or materials of the Village as confidential and will not disclose or divulge same unless otherwise directed or authorized by the Village or ordered to do so by a court of competent jurisdiction.

REPORTING. CCC will monitor all relevant actions of the Legislature and provide oral and written reports. CCC will be available to meet or discuss the status of any activities undertaken on behalf of CLIENT. At mutually convenient times, CCC will schedule periodic meetings or conference calls at your direction to review progress of any given task or project. CCC members are continuously available by telephone, email and cell phone to serve your communication needs.

INDEPENDENT CONTRACTOR. CCC and its employees, independent contractors, subcontractors and agents are independent contractors in the rendition of the services under this agreement and shall not hold itself out nor permit its employees, independent contractors or agents to hold themselves out, nor claim to be officers or employees of the Village. The Village is not responsible to any governing body or CCC for any of CCC's payroll-related taxes, workers compensation insurance coverage or employer unemployment taxes related to CCC's employees or subcontractors.

ETHICAL AND LEGAL CONSIDERATIONS. CCC agrees to comply with all applicable local, state and federal laws, rules and regulations in its representation of the Village under this agreement. In accordance with Florida reporting obligations required of lobbying firms, the firm must report percentages of this 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.

CONFLICTS OF INTEREST. CCC does not foresee any potential conflicts of interest with current clients. However, in the event that a conflict does occur with a future client, CCC agrees to disclose the conflict to both parties as soon as practical. CCC will attempt to resolve such conflict to the satisfaction of both parties. If a resolution agreeable to both parties is not achievable, then CCC must resolve the conflict in favor of any client represented prior to the Village's initial retention of CCC.

MISCELLANEOUS PROVISIONS. This agreement constitutes the entire understanding and agreement of the parties hereto. It supersedes all prior negotiations, discussions, correspondence, communications, understandings, and agreements between the parties relating to the subject matter of this agreement. If any portion of this agreement is found to be invalid or unenforceable, all other terms, provisions and covenants shall remain in full force and effect. Any amendment hereto must be in writing and signed by the parties. Although six members of our firm are Florida licensed attorneys, this representation is not for legal services.

PUBLIC SUBDIVISION. The Village is a political subdivision of the State of Florida. As such, CCC and the subcontractors will be bound by the public records requirements in Attachment B and The Village's performance under this Agreement and any amendments hereto or attachments herewith, shall at all times be subject to any and all Florida laws, Florida regulations and county and municipal regulations which are applicable to the Village's operations, commitments and/or activities in furtherance of any terms specified herein. Furthermore, nothing contained herein shall be constructed or interpreted as: (i) denying to either party any remedy or defense available to such party under the

laws of the State of Florida; (ii) the consent of the Village to be sued; or (iii) a waiver of sovereign immunity of the Village beyond the waiver provided in Section 768.28, F.S.

Andrew Ketchel will have primary responsibility for this engagement.

If you agree with the terms contained in this letter of agreement, please sign and date this document and return it to our office. We appreciate your business and look forward to serving you.

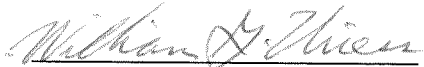
Sincerely,



Andrew Ketchel

I agree with the terms of this letter contract on behalf of Town of St. Lucie Village, Florida.

Signed on this 20th day of December 2022.



Signature

Mayor
Title

Attachment A: Subcontractor Cost Considerations

Focus on state Resilient Florida program: ELD costs based on number of grant applications RF applications for capital projects: \$2,500-\$5,000 per application depending on complexity, readiness of information needed and support materials preparation.

Estimated total cost \$7,500.00 for two applications.

Focus on other State and Federal sources: OVID costs based on number of grant applications, complexity, readiness of information needed and support materials preparation

- **Scoping Cost-** Understand the project first and then do extensive research. Project scoping document to understand the specifics of the area that may unlock new opportunities (we dive in to understand population, demographics, environmental characteristics that can help us search for grants that may not be immediately obvious). The end result is a list of grants sources that meet the needs of the client, tailored to the project(s). \$2,000 per month for 3 months of research and compilation of grant target list for a total of \$6,000. This includes: front-end work involved such as researching the community, developing the scope and getting cost estimates completed as well as getting the community set-up in online grant portals.
- **Grant Writing Cost-** For grant writing, rate of \$150/hr. and based on project scoping outlined above, time estimated to complete a federal grant application in 40 hours or less.

Estimated total cost is \$6,000 + \$6,000 for one grant application = \$12,000.00.

Attachment B: Public Records Requirements

COMPLIANCE WITH PUBLIC RECORDS ACT

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:

Telephone:

Email: MARY.FOWLER@STLUCIEVILLAGEFL.GOV

Mailing Address: TOWN OF ST. LUCIE VILLAGE ATTN: MARY FOWLER, CLERK, 3233 N INDIAN RIVER DRIVE, FORT PIERCE, FL 34946

Pursuant to Chapter 119, Florida Statutes, the Contractor shall comply with the provisions of the Florida Public Records Act, specifically to:

1. Keep and maintain public records required by the Town to perform the Work.
2. Upon request from the Town's custodian of public records, provide the Town 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, Florida Statutes, 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 contract term and following completion of the contract if the contractor does not transfer the records to the Town.
4. Upon completion of the contract, transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the contract, 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 maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.
5. A request to inspect or copy public records relating to the Town's contract for services must be made directly to the Town. If the Town does not possess the requested records, the Town shall immediately notify the Contractor of the request, and the Contractor must provide the records to the Town or, allow the records to be inspected or copied within a reasonable time.
6. If the Contractor does not comply with the Town's public records request for records, the Town shall consider such noncompliance a material default of the terms of the contract and shall seek such remedies for such default as provided in the contract or at law.
7. A contractor who fails to provide the public records to the Town within a reasonable time may be subject to penalties under Section 119.10, F.S.