



February 28, 2023

Judy Titsworth
Mayor
City of Holmes Beach
5801 Marina Drive
Holmes Beach, FL 34217

Re: Lobbyist/Consultant Agreement

Dear Mayor Titsworth:

Capital City Consulting, LLC, (hereinafter "CCC") welcomes the opportunity to represent the City of Holmes Beach (hereinafter "HB") 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 HB.

SCOPE OF SERVICES. CCC agrees to represent HB during legislative session and committee weeks related to issues that may affect HB. Specifically, related to the 2023 session, CCC agrees to assist HB to defeat or amend HB 947 at the direction of HB. CCC services include lobbying all levels of government at the direction of HB.

TERM. The term of this relationship shall begin on March 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 a monthly fee of \$4,000 per month. In addition to our fee for services, we also charge separately for 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.

CONFIDENTIALITY. CCC will treat any and all information, communications, or materials of HB as confidential and will not disclose or divulge same unless otherwise directed or authorized by HB 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 HB. 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 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 HB.

ETHICAL AND LEGAL CONSIDERATIONS. CCC agrees to comply with all applicable local, state and federal laws, rules and regulations in its representation of HB 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 HB'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.

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 City of Holmes Beach.

Signed on this 1st day of March 2023.

ATTEST:



Stacey Johnston, MMC, City Clerk



Signature

Title

Approved by City Commission 2-28-



Andrew Ketchel, Partner

Andrew@CCCFLA.com | Tallahassee

- Expert in Florida's complex water issues, the Florida Everglades, state lands, waste management, environmental regulatory affairs, and the Florida Park Service
- Extensive relationships and experience in front of all Five Water Management Districts
- Former Legislative Affairs Director at the Florida Department of Environmental Protection
- Served multiple roles in Governor Rick Scott's administration
- Participant in the Gubernatorial Fellows Program

Andrew Ketchel joined Capital City Consulting after serving both as a policy advisor to Governor Scott and as the Legislative Affairs Director for the Department of Environment Protection. In the latter role, Andrew oversaw the Department's legislative agenda and worked extensively on issues dealing with Florida's springs, the Everglades, state-owned lands, waste management, and the Florida Park Service. Andrew also oversaw the most recent state land statutory overhaul, Florida's coastal permitting reforms, and changes to the Petroleum Restoration Program.

Andrew's state government experience also extends to the Florida Department of Highway Safety and Motor Vehicles, where he worked as a member of the Gubernatorial Fellows program, a highly selective annual training program for young leaders. A graduate of the University of South Florida, Andrew Ketchel was a four-year letterman on the football team.