

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

*Charlotte County Airport*

And

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

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This Professional Services Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2013, by and between Charlotte County Airport of Punta Gorda, FL (hereinafter referred to as "CC Airport" 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 Charlotte County Airport is an independent special district which operates an airport in Punta Gorda, Charlotte County, Florida with three runways and 1800 acres of land with commercial airline 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 in 1997 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.

Jamie Miller is a governmental affairs consultant and political consultant specializing in political campaign management, strategic planning, public relations, grassroots motivation, and crisis communications. He has been involved with running and managing political campaigns since 1994. He has served as a consultant on six statewide campaigns in Florida and West Virginia serving as campaign manager, senior advisor or general consultant. Frequently called upon by Florida's political reporters, Jamie has been quoted in every major daily newspaper in the state and many national and international media outlets including the Washington Post, San Francisco Chronicle, The Boston Globe and Radio Free Russia. Miller is a lifetime member of the University of Florida and the Air Force's Air War College alumni associations.

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.

CC Airport 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:**

CC Airport intends to continue its growth and development as a premier airport facility serving citizens and customers in Charlotte County and throughout Southwest Florida. CC Airport's goals are as follows

- a. Maintain awareness of all state governmental policy matters that may affect the interests of the CC Airport including but not limited to legislation and rulemakings.
- b. Elevate the awareness of the CC Airport among governmental officials and staff.
- c. Promote the services offered at the CC Airport.

**Agreement:**

**1. Contractor's Responsibilities.**

Contractor's Services shall be performed on an as-needed basis upon request and authorization by the CC Airport Executive Director. Such services may include but are not limited to the following:

- a. Consult with and advise CC Airport 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 CC Airport.
- c. Represent the interests of the CC Airport through communications and advocacy. Communications may be with some or all of the following: Officials and staff within Florida state government such as those within the Office of the Governor, Florida Department of Transportation, Florida Department of Economic Opportunity, Florida Department of Environmental Protection, Florida Legislature (legislators, legislative staff and committee staff), and Local Governments including counties and municipalities.

- d. On behalf of CC Airport, pursue policies during the upcoming legislative committee weeks and session that could provide funding streams or incentives favorable to the goals of the CC Airport.
  - e. Coordinate visits by CC Airport to the Capitol in Tallahassee.
  - f. Maintain a presence on behalf of the CC Airport to ensure its capability to rapidly respond to emerging policy issues and ensure that governmental officials will more readily access the CC Airport for input on potential policy matters.
  - g. Assist with procurement of other professionals who may be needed to serve the Airport in other governmental settings including the federal government.
2. **CC Airport's Responsibilities.** For the purposes described herein, CC Airport 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 (30) 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 CC Airport. 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 CC Airport without CC Airport's permission except as provided by law. Should any request be made of Contractor for Confidential Information by a third party, Contractor shall notify CC Airport in writing immediately, and shall cooperate with CC Airport in responding to such request. Contractor shall return all Confidential Information in its possession to CC Airport upon termination of this Agreement or upon request at any time. Contractor shall certify in writing that all Confidential Information has been returned to CC Airport upon request.

8. **Independent Contractor.** No employer/employee relationship is intended by the parties hereto, the relationship of Contractor to CC Airport being that of independent contractor. Neither Jerry Paul nor Capitol Access is being hired as legal counsel. CC Airport 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 CC AIRPORT through direct mail at:  
28000 A-1 Airport Road  
Punta Gorda, FL 33982

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

CC Airport Authorized Billing Account Representative:

\_\_\_\_\_

Email address of CC Airport Authorized Billing Account Representative:

\_\_\_\_\_@\_\_\_\_\_

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.

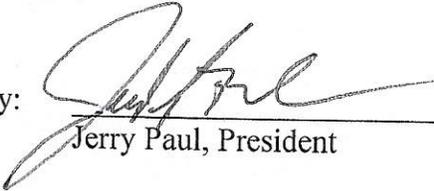
Executed by Contractor and by CC Airport as follows:

**CC Airport**

By: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

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

By:   
\_\_\_\_\_

Jerry Paul, President

Date: 10-20-13

**From:** Gary Quill <gquill@flypgd.com>  
**Sent:** Monday, October 21, 2013 11:53 AM  
**To:** 'Jerry Paul' <jpaul@capitolenergy.net>  
**Subject:** RE: Consent Agenda

Jerry, it was approved without a problem.

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**From:** Jerry Paul [mailto:jpaul@capitolenergy.net]  
**Sent:** Monday, October 21, 2013 11:42 AM  
**To:** Gary Quill  
**Cc:** Pamela Seay  
**Subject:** Consent Agenda

Hi, Gary. How did the Consent Agenda go?

Jerry

*Jerry Paul, Esq.*  
*Capitol Access*  
*Tallahassee, Florida*  
*850-386-5267*

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**From:** Jerry Paul [mailto:jpaul@capitolenergy.net]  
**Sent:** Thursday, October 10, 2013 7:49 PM  
**To:** Jerry Paul; Gary Quill  
**Subject:** RE: RE: Jerry Paul: Meeting if possible

Gary:

Looking forward to seeing you tomorrow at 11:00 a.m. to discuss the structure and terms for a working relationship. For review, attached is a draft of our standard consulting agreement, modified to reflect the as-needed basis for our services.

Jerry

*Jerry Paul, Esq.*

*Capitol Access*

*Tallahassee, Florida*

*850-386-5267*