



123 S. ADAMS STREET · TALLAHASSEE, FL 32301 · {P} 850.671.4401 · {F} 850.671.4402 · WWW.SOSTRATEGY.COM

March 3, 2014

Phyllis Criswell
Superintendent
Putnam County School Board
Campbell Administration Building
200 South Seventh Street
Palatka, FL 32177

Re: Retainer Agreement with Southern Strategy Group

Dear Ms. Criswell:

Thank you very much for your interest in Southern Strategy Group. We appreciate the opportunity to provide governmental consulting services to Putnam County School Board in Tallahassee. Southern Strategy Group is committed to providing the highest level of service in furtherance of your goals. This agreement will describe the terms under which that representation will occur.

You have asked that we represent Putnam County School Board before the Florida Legislature on issues related to funding for capital projects in South Putnam County. In addition, as part of our scope of service, Southern Strategy Group will provide ancillary services such as electronically forwarding to you on a daily basis relevant newspaper articles, analyses, and important governmental announcements.

The entire team of Southern Strategy Group's lobbyists in Tallahassee will be available to advance Putnam County School Board's interests. You may wish to review in detail the qualifications of the team at www.usstrategy.com. However, in order to ensure that your needs are efficiently and fully addressed, I will be the primary contact for this representation. If I should ever be unavailable, I would encourage you to contact Jerry McDaniel. Our contact information is reflected on the attached sheet.

In exchange for these services, Putnam County School Board has agreed to pay Southern Strategy Group, \$4,000 per month beginning March 3, 2014. Southern Strategy Group will send an invoice on the first of each month and payment is due by the end of each month. All payments should be remitted to P.O. Box 10570, Tallahassee, FL 32302. This agreement will proceed on a month-to-month basis and may be terminated by either party with 30 days written notice. Costs directly attributable to the performance of this work will be billed in addition to the monthly retainer, and these costs may include travel and other expenses incurred on Putnam County School Board's behalf. No monthly costs that in the aggregate exceed \$500 will be incurred without your prior approval. Also, by signing below, you agree that you will complete any forms necessary to comply with lobbyist registration requirements under Florida law that may

ACCESS. ADVOCACY. ADVICE.



WWW.SOSTRATEGY.COM



WWW.TXSTRATEGY.COM



WWW.MIDWESTSTRATEGY.COM

arise as a result of our representation of Putnam County School Board during the term of this contract or after its termination should reporting periods overlap.

It should also be noted that Southern Strategy Group has affiliated offices in other states and within the state of Florida. Southern Strategy Group has a policy of declining representation of clients when that representation would immediately create a direct conflict with other clients in the state in which the representation occurs. You have retained Southern Strategy Group for representation in Tallahassee, and we know of no conflicts with our current clients in Florida. In order to ensure the candor and trust in our relationship that forms the basis of effective representation, it is the policy of Southern Strategy Group to keep confidential within each state office all information about your business interests and strategies.

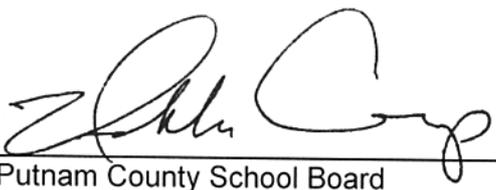
I believe the above reflects our understanding. If it does, please sign this agreement and return with the completed client information and lobbyist registration forms, which are enclosed. I appreciate your attention to this matter and look forward to working with you. Please never hesitate to contact me if we can assist Putnam County School Board in any way.

Sincerely,



David Browning

Enclosures



For Putnam County School Board

03-18-2014

Date