Materials Management
Purchasing Department
101 Old Venice Road, Osprey, FL 34229
Phone 941-486-2183 • Fax 941-486-2188
SarasotaCountySchools.net

September 11, 2019

Capital City Consulting
Attn: Ron LaFace
101 East College Avenue, Suite 502
Tallahassee, FL 32309

rlaface@capcityconsult.com

FAX to 850-222-9073

Dear Mr. LaFace:

On December 6, 2016, the School Board of Sarasota County, Florida signed a three-year contract for State Lobbying Consultant Services, per Brevard County School Board RFP #16-P-080-EP. This original contract was for the period of December 6, 2016 through December 5, 2019. The School Board has the option to renew the contract for two additional one-year periods, with the consent of Capital City Consulting, adhering to original terms and conditions. We would like to request that this contract be renewed for the period of December 6, 2019 through December 5, 2020.

Federal Debarment Certification: Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-(ED80-0013).

a. The prospective lower tier participant certifies, by submission and signature of this renewal request, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this renewal request.

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES: In accordance with Section 287.135 of the Florida Statutes, "A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Sections 215.4725 and 215.473 , is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more." This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Section 215.473 defines a company, or affiliates of such entities or business associations, that exists for the purpose of making profit." By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Sections 215.4725 and 215.473 and is not engaged in business operations in Cuba or Syria or has not been complicit in the genocidal campaign in Darfur. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify at each renewal of the Contract that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Cuba or Syria or has not been complicit in the genocidal campaign in Darfur. The School Board may terminate any Contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on one of the aforementioned lists.

Please check one of the responses below indicating your decision regarding this request. Sign and return this letter to my attention, no later than **Sept 20, 2019**, at the address above **or by facsimile at 941-486-2188.**

Thank you for your consideration. We look forward to doing business with you for another year.

Sincerely,

Carol Lichon

Carol Lichon, CPPO, CPPB
Director of Materials Management
Carol.Lichon@SarasotaCountySchools.net

X **I agree** to renew the contract, adhering to original terms and conditions and originally awarded pricing for an additional one-year period through December 5, 2020.

____ **I decline** to renew the contract prices for an additional one-year period.

Signature _____ Title Owner

Ron LaFace, Jr. Date 9/11/19

Please print name

Note: Must be signed by an officer or employee having the authority to bind the company or firm.

CAPITALCITY
CONSULTING, L.L.C.

November 18, 2016

The School Board of Sarasota County
1960 Landings Blvd.
Sarasota, FL 34231

Re: Lobbyist/Consultant Agreement

Capital City Consulting, LLC, (hereinafter "CCC") welcomes the opportunity to represent The School Board of Sarasota County, Florida (hereinafter "SBSC") 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 (Pages 1-3) is intended to set forth our understanding as to the nature, scope and terms of professional consulting services CCC has agreed to provide to SBSC.

SCOPE OF SERVICES. CCC agrees to represent SBSC during legislative sessions and committee weeks to monitor all actions of the legislative and executive branches that could impact SBSC's presence in Florida. This service includes lobbying all levels of Florida government at the direction of SBSC. The specific duties are listed in narrative form and attached to this agreement as APPENDIX A (pages 1-4) which is incorporated into this agreement.

TERM. The term of this relationship shall begin on December 6, 2016. Pricing, terms and conditions of the contract will remain firm for a period of three years from the start of the contract.

The contract may be renewable under the same terms and conditions for two additional one-year periods based upon funding availability and by mutual written consent of both parties.

TERMINATION OF AGREEMENT. This agreement may be terminated, without cause, with 30 days advanced written notice by either party except that termination may not occur during the time between the first scheduled committee meeting and the end of the legislative session. SBSC shall only be liable for payment of services rendered prior to the effective date of termination.

FEES. CCC will provide the referenced professional services for an annual fee not to exceed $47,000 payable in monthly increments. This compensation is all inclusive. CCC is solely responsible for all costs or registration fees, office expenses, travel expenses, meals, and lodging to include, but not limited to, pre-session, regular session, or special session, legislative committee meetings, meetings with Department of Education staff, or expenses associated with travel to/from SBSC offices.

CONFIDENTIALITY. CCC will treat any and all information, communications, or materials of SBSC as confidential and will not disclose or divulge same unless otherwise directed or authorized by SBSC or ordered to do so by a court of competent jurisdiction or as required by Florida Law.

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 SBSC. 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 SBSC.

ETHICAL AND LEGAL CONSIDERATIONS. CCC agrees to comply with all applicable local, state and federal laws, rules and regulations in its representation of SBSC 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 20% toward executive branch lobbying efforts and 80% 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 current or 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 SBSC'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 five members of our firm, including myself, are Florida licensed attorneys, this representation is not for legal services.

Ron LaFace, Jr. will have primary responsibility for this engagement, but all firm members will be accessible as needed.

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,

Ron LaFace, Jr.

Capital City Consulting	The School Board of Sarasota County, Florida
Signature	Signature
Ron LaFace	Caroline Zucker
Print Name	Print Name
Member	Chair
Title	Title
101 E. College Ave., Suite 502	1960 Landings Blvd
Address	Address
Tallahassee, FL 32309	Sarasota FL
01-0759013	
SS# or TIN	
850-222-9075	941-927-9000
Phone number	Phone number
850-222-9073	
Fax number	Fax number
rlaface@capcityconsult.com	Caroline.Zucker@SarasotaCountySchools.net
Email address	Email address

Approved for Legal Content
November 29, 2016 by Matthews Eastmoore,
Counsel for the School Board of Sarasota County
Signed: ASH

SARASOTA
County Schools

STATE LEGISLATIVE SERVICES

APPENDIX A

SUMMARY STATEMENT

The School Board of Sarasota County (SBSC) intends to piggyback Brevard County Schools solicitation #16-P-080-EP to establish this contract with Capital City Consulting, LLC, (CCC) for the provision of State Legislative Liaison Services. These services are to enhance and support SBSC's financial interests related to Capital Outlay and the Florida Education Finance Program and provide governmental and legislative representation and advice to SBSC. Such representation shall include lobbying related services in accordance with F.S. §11.045 and F.S. §112.3215. Consultant will register on behalf of SBSC as its principal in accordance with Florida law.

SCOPE OF SERVICES

CCC will assist SBSC in enhancing its interest pertaining to PreK-12 education including Capital Outlay and the Florida Education Finance Program; assist SBSC in identifying legislative opportunities; assist in the development of the School Board's annual list of goals, priorities, and specific proposals to seek appropriations and/or legislative and administrative remedies to strengthen SBSC's programs and services. CCC will work closely with the School Board, Superintendent and/or his designees on this project and will provide, at a minimum, the following services:

- Meet with the School Board, Superintendent and staff to assist in the development of the School Board's annual list of goals, priorities and specific proposals. Identify which of these goals, priorities and specific proposals could be addressed through the legislative process and assist in developing written material for each request.
- Regularly provide the School Board, Superintendent and staff with any new information and actively seek opportunities to enhance the School Board's interests and provide options as to legislative strategy, when necessary.
- Be available to attend and participate in SBSC meetings and workshops, when necessary.
- Monitor current state legislation and the budgetary process and report to the School Board, both orally and in writing, any legislative events that may directly or indirectly impact SBSC.
- Identify pertinent hearings, before which SBSC should appear and provide oral and written testimony, upon request, for hearings.
- Advocate with the Sarasota County Legislative Delegation, other key members of the Legislature and state agencies in support of SBSC's goals, priorities and proposals.

- During "Committee Weeks" and during "Session", multiple updates on current daily activities affecting SBSC's substantive, appropriations issues, and any other issues that could positively or negatively impact SBSC will be provided to the School Board Legislative Liaison, Superintendent and pertinent staff. In addition, if necessary, CCC will provide the School Board, Superintendent and/or his designee(s) with a follow-up phone call by Friday at 5 p.m.
- At the conclusion of the Session, prepare a final report, including final status of SBSC's priorities and a summary of the impact of major legislative changes to Sarasota County and SBSC.
- Monitor various state agency actions for potential impact on Sarasota County and, in the event that action is needed, advise SBSC.
- Notify SBSC of priority items relating to the legislative recommendations of the Commissioner of Education and Governor.
- Request and arrange for SBSC staff to testify on issues before the Legislature. Assist the School Board, Superintendent and key staff in preparing for presentations before the legislature and facilitate their contacts with Legislators, Department of Education staff, Governor's Office and members of the State Board of Education.
- Consult with members of the State Board of Education and/or their staff to provide data and information to said members which would positively influence the outcome of the State Board of Education activities, including drafting or revising language in laws, and making recommendations which would reflect changes consistent with SBSC's objectives.
- Inform SBSC regarding calendars, events, committees, etc., which would have an impact on SBSC's educational initiatives.
- Work with SBSC Chief Financial Officer and Superintendent to determine impact and strategy for influencing legislative funding proposals. Establish links with those offices so that legislative funding alternatives can be immediately analyzed by SBSC's staff to determine the impact on SBSC.
- In Tallahassee, serve as an extension of SBSC's staff at meetings with the Governor's Office, Department of Education, State Estimating Conferences, and agency staff to discuss positions and priorities of SBSC, when needed.
- Furnish research relating to areas of legislative interest, including the history of bills, as requested by SBSC.
- SBSC reserves the right to revise and/or expand the scope of services as the need may arise. Therefore, CCC or individual should have experience in all aspects of state legislative appropriations and authorizations.

In the event supplemental legislative lobbying support services are required, the firm shall subcontract with a recognized lobbying firm at its discretion. The firm will be responsible for (a) ensuring any person employed by such firm and involved in the provisions of lobby services be duly registered in accordance with Florida law; (b) any such subcontracting agreement; and (c) payment of any and all fees and costs associated with the subcontract.

CCC will provide the names of all persons with whom the firm has or intends to subcontract with in the provision of services, including those who will be registered as a lobbyist on behalf of SBSC.

SBSC may request the use of CCC staff to provide additional services. It is expected that SBSC would authorize additional services in advance, in writing, on an individual basis. SBSC would jointly determine with CCC a not-to-exceed price for each project.

LIABILITY OF CONTRACTOR

CCC agrees to indemnify and hold free and harmless, assume liability for and defend, SBSC and its officers, employees and agents from and against any and all actions, claims, liabilities, assertions of liability losses, costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery cost, court costs, claim or claims for bodily injury or death of persons and for loss of or damage to property, in law or in equity, of every kind and nature whatsoever, or economic damages which in any matter directly or indirectly may arise or be alleged to have arisen, from any act of CCC or any of its employees, representatives, agents, or subcontractors while engaged in the performance of CCC's duties and responsibilities pursuant to this Agreement. It is expressly acknowledged that CCC is an independent contractor and as such, has no authority to bind SBSC to any contract or in any other manner.

VENUE

The laws of the State of Florida shall govern this contract. Venue shall be in Sarasota County, Florida and the sole and exclusive jurisdiction to resolve any disputes arising under the contract shall be in the county or circuit court for the Twelfth Judicial Circuit in and for Sarasota County, Florida.

SBSC DUTIES AND RESPONSIBILITIES

SBSC shall designate a primary point-of-contact for two-way communication to the School Board, Superintendent, and key SBSC staff on legislative issues and materials;

SBSC shall provide a directory of key staff (phone/email) and after-hours contact numbers for possible use during the session.

SBSC shall analyze and provide feedback when requested (immediate during the legislative session) on impact to SBSC of specific bills and appropriation proposals.

SBSC shall provide notification to firm on any issue(s) in which the School Board, Superintendent or staff have expressed a specific concern or interest.

SPECIAL PROVISIONS OF FLORIDA STATUTE 119.0701

CCC shall comply with Florida's Public Records Law including:

Keeping and maintaining public records required by SBSC to perform the service;

Forwarding all requests for public records relating to the contract for services directly to SBSC, and upon request, providing SBSC with a copy of the requested records or allowing the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes or as otherwise provided in law;

Ensuring 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 and

Meeting all requirements for retaining public records and transfer, at no cost, to SBSC all public records in possession of CCC upon termination of the Agreement and destroy any duplicate

public records that are exempt or confidential and exempt for public records disclosure requirements. All records stored electronically must be provided to SBSC in a format that is compatible with the information technology systems of SBSC.

For questions regarding CCC's duty to provide public records relating to this contract or the application of Chapter 119 Florida Statutes contact The School Board of Sarasota County, Florida at (941) 927-4009; publicrecordrequest@sarasotacountyschools.net; or 1960 Landings Blvd., Sarasota, FL 34231.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
PURCHASING
101 OLD VENICE ROAD, OSPREY, FL 34229
PHONE (941) 486-2183 FAX (941) 486-2188

VENDOR APPLICATION

Company Name Capital City Consulting, L.L.C.
Provide complete name – no initials or abbreviations

DBA (doing business as) _____

Mailing Address for Purchase Orders 101 E. College Ave., Suite 502
Street address (include suite/building number/PO Box)

City Tallahassee State FL Zip Code 32301

Phone No. (850) 222-9075 Fax No. (850) 222-9073

Generic E-Mail Address for Purchase Orders _____

Cheryl Brennan — Contact Name
cbrennan@capcityconsult.com — E-Mail Address

Name of person who is authorized to sign bids, quotes, contracts, and checks Ron LaFace, Jr.

PAYMENT INFORMATION - ALL CHECKS SHOULD BE PAYABLE TO:

Company Name Capital City Consulting, L.L.C.

Mailing Address 101 E. College Ave., Suite 502

City Tallahassee State FL Zip Code 32301

Account Number (If applicable) _____

Taxpayer Identification Number as recorded on Form W-9 (Check one and enter number.)

☑ Employer Identification No. (EIN) 01-0759013 ☐ Social Security No. (SSN) _____

Name EIN or SSN Issued to _____

Are you currently or have you ever been employed by The School Board of Sarasota County, Florida? ☐ Yes ☑ No

Has any officer of the company ever been employed by The School Board of Sarasota County, Florida? ☐ Yes ☑ No

If Yes, to either question, complete name _____ SSN XXX-XX-_____

Dates of employment From _____ to _____

Is any officer a family member of a current employee of The School Board of Sarasota County, Florida? ☐ Yes ☑ No

Officer Name _____ Relationship _____ Current Employee Name _____

Type of Company Limited Liability Corporation Independently Owned ☑ Yes ☐ No

A Subsidiary, Affiliate or Division of _____
Parent Company

Location of Main Office ☐ Sarasota County ☑ Other Florida County ☐ Outside Florida In USA ☐ Outside USA

Bonding Capacity ☐ Under $100,000 ☐ Over $100,000

Minority and/or Woman Owned Business Enterprise (check the appropriate boxes if applicable)

Minority (Race or Ethnic Identity) Business Enterprise ☐

Woman Owned Business Enterprise ☐

I certify that the information supplied herein, including all pages attached, is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal officer, so far as is known, is now debarred or otherwise declared ineligible by The School Board Of Sarasota County, Florida, from bidding for furnished materials, supplies or services to the district or any agency thereof. Note: Continued failure to respond to bid requests may be cause for suspension from vendor list. All applications are subject to review and investigation prior to validation for placement on approved vendor list.

Signature — Title: Member — Date: 1/4/2017

RET: Master, 3FY, GS1-SL 97
Dupl., OSA

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Capital City Consulting, L.L.C.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
101 E. College Ave, Suite 502

Requester's name and address (optional)

6 City, state, and ZIP code
Tallahassee, FL 32301

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
0 1 - 0 7 5 9 0 1 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Allison Date ▶ January 4, 2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

December 5, 2016

Vern Pickup-Crawford
Consultant and President
Schoolhouse Consulting Group, Inc.
571 Kingsbury Terrace
Wellington, FL 33414

Re: Lobbyist/Consultant Agreement

Dear Vern:

Capital City Consulting, LLC, (hereinafter "CCC") is pleased that Schoolhouse Consulting Group, Inc. (hereinafter "Schoolhouse") has agreed to contract with CCC as a consultants/lobbyists in the representation of the School Board of Sarasota County (hereinafter "SBSC") before Florida's legislative and executive branches. This letter of agreement is intended to set forth our understanding as to the nature, scope and terms of professional consulting services Schoolhouse has agreed to provide to CCC and SBSC.

SCOPE OF SERVICES. Schoolhouse agrees to represent SBSC as an independent contractor of CCC during legislative sessions and committee weeks to monitor all actions of the legislative and executive branches that could impact SBSC's presence in Florida. In addition, Schoolhouse agrees to perform State Government Affairs on behalf of SBSC as directed by CCC and SBSC. This service includes lobbying all levels of Florida government at the direction of CCC and SBSC.

TERM. The term of this relationship shall begin on January 1, 2017, and continue for as long as CCC is under contract with SBSC, or until cancelled with 30 days advanced written notice by either party.

FEES. CCC agrees to pay Schoolhouse an annual fee of $15,000 for the above referenced professional services, payable in monthly payments of $1,250. All out-of-pocket expenses incurred in the representation of SBSC shall be pre-approved by CCC. CCC will pay Schoolhouse upon receipt of payment from SBSC, and CCC is not liable for any payment to Schoolhouse if payment is not first received from SBSC.

101 East College Avenue, Suite 502 • Tallahassee, Florida 32301 • Tel: 850.222.9075 • Fax: 850.222.9073 • capcityconsult.com

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

INDEPENDENT CONTRACTOR. The relationship of Schoolhouse to CCC is that of an independent contractor. Nothing in this letter of agreement shall be deemed to create the relationship of partners, joint venturers, or employer/employee between Schoolhouse and CCC. In connection with the activities described herein, it is agreed that Schoolhouse shall not be deemed to be the agent of CCC and is not authorized to make any agreement for CCC or any representation or warranty on behalf of CCC.

INDEMNIFICATION. Schoolhouse shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless CCC, its agents, officers, members and employees from and against all claims, actions, liabilities, damages, losses (including non-economic losses), fees or costs arising out of or related to any actual or alleged:

A. Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of Schoolhouse (including but not limited to any allegations concerning Schoolhouse's independent contractor(s) or anyone directly or indirectly employed by any of them); or

B. Violation of law, statute, ordinance, governmental administration order, rule or regulation by Schoolhouse in the performance of the work; or

C. Claims by third parties (including, but not limited to, Schoolhouse's employees or independent contractors) based upon an alleged breach by Schoolhouse of any agreement or relationship with such third party (e.g., an employment agreement).

The indemnification obligations hereunder shall not be limited by any cap or limitation contained in any statute, regulation, law or contract. Schoolhouse recognizes the broad nature of this indemnification and agrees that its obligations as set forth herein are an independent covenant and are supported by good and valuable consideration. The parties also agree that the obligations set forth in this paragraph shall survive the termination of this contract.

ETHICAL AND LEGAL CONSIDERATIONS. Schoolhouse agrees to comply with all applicable local, state and federal laws, rules and regulations in its representation of SBSC and CCC under this agreement.

CONFLICTS OF INTEREST. In the event that a conflict of interest occurs with a future client, Schoolhouse agrees to disclose the conflict to CCC as soon as practical.

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.

If Schoolhouse agrees with the terms contained in this letter of agreement, please sign and date this document and return it to our office. We look forward to working with you.

Sincerely,

Ron LaFace, Jr.

I, Vern Pickup-Crawford, hereby agree with the terms of this letter contract on behalf of Schoolhouse Consulting Group, Inc.

Signed on this 5th day of December 2016.

Signature

President/Consultant
Title