



December 21, 2018

Dr. Michael Grego
Superintendent
Pinellas County School Board
301 4th Street SW
Largo, FL 33770

Re: Lobbyist/Consultant Agreement

Capital City Consulting, LLC, (hereinafter "CCC") welcomes the opportunity to represent the Pinellas County School Board (hereinafter "PCSB") 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 the professional consulting services CCC will provide to PCSB.

SCOPE OF SERVICES. CCC agrees to represent PCSB during legislative sessions and committee weeks to monitor all actions of the legislative and executive branches that could impact PCSB's presence in Florida and to advocate for PCSB's specific legislative priorities. In addition, CCC will provide consulting services to enhance and support PCSB's financial interests related to the Florida Education Finance Program (FEFP) with a specific focus on enhancing available revenues generated by the Required Local Effort (RLE), advocate for changes to the Education Plant Survey to better align with current funding practices for fixed capital outlay, enhance current funding for PCSB's workforce education and apprenticeship programs, and provide governmental and legislative advice to PCSB. This service includes lobbying all levels of Florida government at the direction of PCSB as issues arise. Such representation shall include lobbying related services in accordance with s. 11.045, F.S. and s. 112.3215, F.S. CCC will register on behalf of PCSB as its principal in accordance with Florida law.

TERM. The term of this relationship shall begin on January 1, 2019, and expire on December 31, 2019. The contract may be renewable under the same terms and conditions for two additional one-year periods by mutual written consent of both parties' chief administrative officer. This contract may be terminated by either party upon thirty (30) days advance written notice, in which case PCSB shall only be liable to pay for the month of service prior to the termination.

FEES. CCC will provide the referenced professional services for an annual fee of \$50,000 payable in

monthly installments of \$4,166.67. 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 and/or from PCSB offices.

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

Section 119.0701, Florida Statutes, requires that CCC comply with Florida's public records laws with respect to services performed on behalf of PCSB. Specifically, the statute requires that CCC:

- a. Keep and maintain public records required by PCSB to perform the service.
- b. Upon request from PCSB's custodian of public records, provide PCSB 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 of the Florida Statutes or as otherwise provided by law.
- c. 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 term of this Agreement and following completion of the Agreement if CCC does not transfer the records to PCSB.
- d. Upon completion of the Agreement, transfer, at no cost, to PCSB all public records in the possession of CCC or keep and maintain public records required by PCSB to perform the service. If CCC transfers all public records to PCSB upon completion of the Agreement, CCC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CCC keeps and maintains public records upon completion of the contract, CCC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. A request to inspect or copy public records relating to this Agreement must be made directly to PCSB. If PCSB does not possess the requested records, the public agency shall immediately notify CCC of the request, and CCC must provide the records to PCSB or allow the records to be inspected or copied within a reasonable time.
- f. The failure of CCC to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to PCSB and may also result in penalties under Section 119.10, Florida Statutes.
- g. IF CCC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CCC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR PCSB, HOLLY MANNING, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701 X 2021, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, manningh@pcsb.org.

REPORTING. CCC will monitor all relevant actions of the legislature and provide PCSB with oral and written reports. CCC will be available to meet or discuss the status of any activities undertaken on behalf of PCSB. At mutually convenient times, CCC will schedule periodic meetings or conference calls at your direction to review progress of any given task or initiative. 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 PCSB.

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

APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the parties shall be governed by and construed according to the laws of the State of Florida. Venue for purposes of any action brought to enforce or construe this Agreement shall lie in Pinellas County, Florida.

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, including myself, are Florida licensed attorneys, this representation is not for legal services.

Ron LaFace, Jr. and Megan Fay 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.

I agree with the terms of this letter contract on behalf of the Pinellas County School Board.

Signed on this 23rd day of JANUARY 2019.


Signature

Superintendent
Title

Approved As To Form:


School Board Attorneys Office