



February 5, 2020

Mr. Jesse Turtle
Executive Director
St. Petersburg College Foundation
Post Office Box 13489
St. Petersburg, FL 33733

Re: Lobbyist/Consultant Agreement

Dear Mr. Turtle:

Capital City Consulting, LLC, (hereinafter "CCC") welcomes the opportunity to represent St. Petersburg College Foundation (hereinafter "SPC") 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 SPC.

SCOPE OF SERVICES. CCC agrees to represent SPC during legislative sessions and committee weeks to monitor all actions of the legislative and executive branches that could impact SPC's presence in Florida. In addition, CCC will assist SPC in securing appropriations and will provide strategic advice for SPC to achieve its legislative goals. This service includes lobbying all levels of Florida government at the direction of SPC.

TERM. The term of this relationship shall begin on February 5, 2020, and continue until February 4, 2021. On February 5, 2021, this agreement shall continue until cancelled with 30 days written advanced notice by either party.

FEES. CCC will provide the above referenced professional services for a monthly fee of \$7,500. 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 such expenses shall not exceed \$500 a month without the prior approval of SPC. 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 SPC as confidential and will not disclose or divulge same unless otherwise directed or authorized by SPC 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 SPC. 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 SPC.

ETHICAL AND LEGAL CONSIDERATIONS. CCC agrees to comply with all applicable local, state and federal laws, rules and regulations in its representation of SPC 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 25% toward executive branch lobbying efforts and 75% 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 SPC'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, including myself, are Florida licensed attorneys, this representation is not for legal services.

Nick Iarossi and Chris Schoonover 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,



Nick Iarossi

I agree with the terms of this letter contract on behalf of St. Petersburg College Foundation.

Signed on this 7th day of February, 2020



Jesse A. Turtle
Vice President, Institutional Advancement &
Executive Director, St. Petersburg College Foundation