



January 31, 2023

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 September 10, 2021 and continues until September 9, 2024. 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,

A handwritten signature in black ink, appearing to read "R. LaFace", with a long horizontal line extending to the right.

Ron LaFace, Jr.

Capital City Consulting



Signature

Ron LaFace, Jr.

Print Name

Owner

Title

124 W. Jefferson Street

Address

Tallahassee, FL 32301

01-0759013

SS# or TIN

850-222-9075

Phone number

Fax number

ron@cccfla.com

Email address

The School Board of Sarasota County,  
Florida



Signature

Bridget Ziegler

Print Name

Chair

Title

1960 Landings Blvd.

Address

SARASOTA, FL 34231

941-927-9000

Phone number

941-927-2539

Fax number

Bridget.Ziegler@

Email address

sarasota county schools.net