



June 6, 2014

Sheriff Ric Bradshaw
Palm Beach County Sheriff's Office
3228 Gun Club Rd.
West Palm Beach, FL 33416

Re: Lobbyist/Consultant Agreement

Dear Sheriff Bradshaw:

Capital City Consulting, LLC (hereinafter "CCC") welcomes the opportunity to represent the Palm Beach County Sheriff's Office (hereinafter "PBCSO") 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 the PBCSO.

SCOPE OF SERVICES. CCC agrees to represent the PBCSO during the 2014-2015 Legislative Session and committee weeks to monitor all actions of the legislative and executive branches that could impact the PBCSO. This service includes lobbying all levels of Florida government at the direction of the PBCSO.

TERM. The term of this relationship shall begin on July 1, 2014, and continue until cancelled with 30 days advanced written notice by either party.

FEES. CCC will provide the above referenced professional services for a fee of \$144,000 payable in twelve monthly payments of \$12,000.

CONFIDENTIALITY. CCC will treat any and all information, communications, or materials of the PBCSO as confidential and will not disclose or divulge same unless otherwise directed or authorized by the PBCSO 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 the PBCSO. 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, subcontractors and agents are independent contractors in the rendition of the services under this agreement and shall not hold itself out nor permit its employees, subcontractors or agents to hold themselves out, nor claim to be officers or employees of the PBCSO.

ETHICAL AND LEGAL CONSIDERATIONS. CCC agrees to comply with all applicable local, state and federal laws, rules and regulations in its representation of the PBCSO 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 5% toward executive branch lobbying efforts and 95% toward legislative.

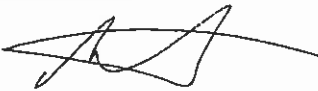
CONFLICTS OF INTEREST. CCC does not foresee any potential conflicts of interest with current clients. However, in the event that a conflict does occur with a future client, CCC agrees to disclose the conflict to both parties as soon as practical. CCC will attempt to resolve such conflict to the satisfaction 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 the PBCSO's initial retention of CCC. Otherwise, the conflict will be resolved in favor of the PBCSO.

MISCELLANEOUS PROVISIONS. This agreement sets forth the entire understanding of the parties and neither party hereto is relying upon any oral representations made by the other except as set forth in this agreement.

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 the Palm Beach County Sheriff's Office.

Signed on this 10th day of June 2014.


Signature

Sheriff
Title



July 1, 2012

Mr. Mark Guzzetta
Guzzetta Corporation
2280 Queen Palm Road
Boca Raton, Florida 33432

Dear Mark:

Capital City Consulting, LLC (hereinafter "CCC") is pleased that you (hereinafter "Guzzetta") have agreed to subcontract with CCC for consulting services in the representation of the Palm Beach County Sheriff's Office (hereinafter "PBCSO").

As a subcontractor, Guzzetta agrees to assist CCC in lobbying the legislative and executive branches of the Florida government for PBCSO as needed. This service includes: participating in written and verbal communication with PBCSO; assisting in the development of a written plan for PBCSO; assisting in setting meetings, developing a strategy and responding to questions, etc. Guzzetta may from time to time wish to meet with agency personnel as solely determined by Guzzetta and coordinated with CCC. The expenses for such meetings shall be pre-approved and paid for by PBCSO.

This agreement will run concurrently with the PBCSO and CCC contract and CCC agrees to pay Guzzetta 50% of any payment CCC receives from PBCSO for as long as CCC is under contract with PBCSO. Guzzetta will be paid within 48 hours of CCC receiving payment from PBCSO and there is no obligation by CCC to pay Guzzetta unless paid by PBCSO first.

The relationship of Guzzetta to CCC is that of an independent contractor, and shall not under any circumstances be construed so as to constitute Guzzetta as a partner, employee or agent of CCC. In connection with the activities described herein, it is agreed that Guzzetta 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.

If you agree with the terms and conditions above, please sign below.

Thanks,


Nick Iarossi on behalf of Capital City Consulting, LLC


Mark Guzzetta