



August 26, 2015

Mr. Donal O'Shea
President
New College of Florida
5800 Bay Shore Road
Sarasota, FL 34243

Re: Lobbyist/Consultant Agreement

Dear President O'Shea:

Capital City Consulting, LLC, (hereinafter "CCC") welcomes the opportunity to continue to represent New College Foundation, Inc. (hereinafter "New College") as consultants/lobbyists 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 CCC has agreed to provide to New College.

SCOPE OF SERVICES. CCC agrees to represent New College during legislative sessions and committee weeks to monitor all actions of the legislative and executive branches to protect New College from devastating budget reductions. In addition, we will continue protecting the independent status of the institution and promoting the positive image of New College with the legislative and executive branches.

TERM. The term of this relationship shall begin on October 1, 2015 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 \$84,000 annually, payable in monthly payments of \$7,000. 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, meals with legislators and staff, and any other nonstandard office expenses. We make every effort to keep these expenses to a minimum.

CONFIDENTIALITY. CCC will treat any and all information, communications, or materials of New College as confidential and will not disclose or divulge same unless otherwise directed or authorized by New College 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 New College. 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 New College.

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

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. Although four members of our firm, including myself, are Florida licensed attorneys, this representation is not for legal services.

Nick Iarossi 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 continuing to serve you.

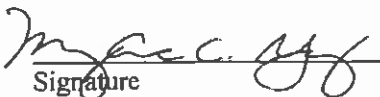
Sincerely,



Nick Iarossi

I agree with the terms of this letter contract on behalf of New College Foundation, Inc.

Signed on this 1st day of September 2015.


Signature

Vice President Advancement
Title Director of Foundation