



January 12, 2023

Mr. Christopher Stowers
Executive Director
Northwest Florida State College Foundation, Inc.

Dr. Devin Stephenson
President
Northwest Florida State College
100 College Blvd E.
Niceville, FL 32578

Re: Consultant Agreement

Dear Dr. Stephenson and Mr. Stowers:

Capital City Consulting, LLC, (hereinafter "CCC") welcomes the opportunity to represent Northwest Florida State College (hereinafter the "College") and its direct-support organization, the Northwest Florida State College Foundation, Inc. (hereinafter "NWFSC Foundation") as consultants 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 NWFSC Foundation in representing the College's interests.

SCOPE OF SERVICES. CCC agrees to represent the College and NWFSC Foundation in front of the Florida Legislative and Executive branches. Specifically, CCC will advocate for additional funding in the equity funding distribution model within the Florida College System, the inclusion of the Florida College System personnel into the state insurance plan, as well as College-specific funding requests.

TERM, CANCELLATION, AND FUNDING. The term of this relationship shall begin upon mutual execution of this agreement and continue until cancelled with 30 days' advanced written notice by either party. The College and/or the NWFSC Foundation may cancel this agreement immediately upon written notice to CCC if the college and/or the NWFSC Foundation does not believe the consulting services have been satisfactorily provided, the NWFSC Foundation Board no longer budgets for the services, or if NWFSC Foundation is at any time not permitted by law to engage the services. In the event of any of the foregoing types of cancellation, CCC shall provide an invoice to NWFSC Foundation within thirty business days of cancellation, reflecting a final accounting of services satisfactorily rendered to NWFSC Foundation up to the date of cancellation. If this

agreement continues from one fiscal year to the next, NWFSC Foundation's obligation to pay under this agreement is contingent upon NWFSC Foundation's annually adopted budget. Should funding be discontinued or reduced, this agreement will be cancelled or amended, as appropriate, at the sole discretion of NWFSC Foundation; in such an event, CCC shall be compensated for services satisfactorily rendered prior to termination or amendment of the agreement, to the extent of remaining budgeted funds.

FEES. CCC will provide the above referenced professional services for a monthly fee of \$5,000. The full fee shall be paid by the NWFSC Foundation in representation of themselves and the College. If this agreement begins or ends partially through a month, CCC will prorate the monthly fee according to the days in the month that it provided services. In addition to our fee for services, we also charge separately for the following out-of-pocket expenses to the extent permissible under applicable Florida law and not to exceed \$5,000 annually: travel required in your representation, lobbyist registration, CCC members' meals while meeting with legislators and staff, and any other non-standard office expenses. We make every effort to keep these expenses to a minimum and often times split expenses amongst multiple clients if appropriate. CCC does not pay for meals or any expenses of legislators or other government officials. CCC will deliver one combined invoice for its service fee and any above-permitted expenses monthly, including receipts for the above-permitted expenses. NWFSC Foundation will pay CCC within thirty days after receipt of an invoice and any supporting documentation necessary for proper pre-audit and post-audit reviews; NWFSC Foundation may request additional detail as necessary to meet audit standards. In the case of an error in an invoice, the thirty-day period for payment shall begin upon receipt of a corrected invoice or other remedy of the error.

CONFIDENTIALITY. To the extent permissible under Florida public records law applicable to the College and NWFSC Foundation, CCC will treat any and all information, communications, or materials of the College and/or NWFSC Foundation as confidential and will not disclose or divulge same unless otherwise directed or authorized by the College and/or the NWFSC Foundation 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 College and NWFSC Foundation. 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 NWFSC Foundation or the College. Prior to any use of NWFSC Foundation's or the College's name, logo, or other intellectual property to reflect representation or endorsement, CCC shall receive prior written permission of the College and/or NWFSC Foundation.

ETHICAL AND LEGAL CONSIDERATIONS. CCC agrees to comply with all applicable local, Florida, and federal laws, rules, and regulations in its representation of the College and the NWFSC Foundation 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 30% toward executive branch lobbying efforts and 70% toward legislative.

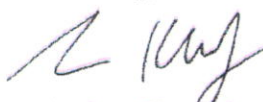
CONFLICTS OF INTEREST. CCC does not have or foresee any potential conflicts of interest with current clients. However, in the event that a conflict does occur with a future client, CCC agrees to disclose the conflict to both parties as soon as practical. CCC will attempt to resolve such conflict to the 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 College's and the NWFSC Foundation'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. Nothing in this Agreement shall be construed or interpreted to be a waiver of any sovereign immunity protection or of any other constitutional, statutory, or other protections afforded to the College or the NWFSC Foundation. Nothing in this Agreement shall be construed as consent by the College and/or the NWFSC Foundation to be sued by third parties in any matter arising out of or related to this or any other agreement. CCC will not assign (by operation of law, change of control, or otherwise) any part of this agreement without the prior written consent of the College and/or the NWFSC Foundation. If considered a "contractor" of the College and/or NWFSC Foundation, CCC agrees to comply with any applicable provisions of § 448.095, Florida Statutes. This agreement is governed by and construed in accordance with the laws of the State of Florida, without reference to conflicts of law principles, and any provisions in this agreement in conflict with the foregoing shall be void and of no effect. If any legal proceedings are commenced with respect to any matter arising under or related to this agreement, the parties agree that the courts of the State of Florida or federal courts located in the State of Florida will have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings and that the venue of any such action will be in Okaloosa County, Florida, or the United States District Court for the Northern District of Florida. Although six members of our firm are Florida licensed attorneys, this representation is not for legal services.

Andrew Ketchel and Ron LaFace, Jr. will have primary responsibility for this engagement.

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.

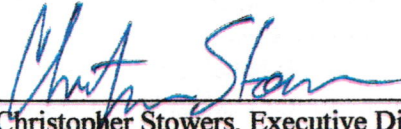
Sincerely,



Andrew Ketchel

I agree with the terms of this agreement on behalf of Northwest Florida State College Foundation, Inc.

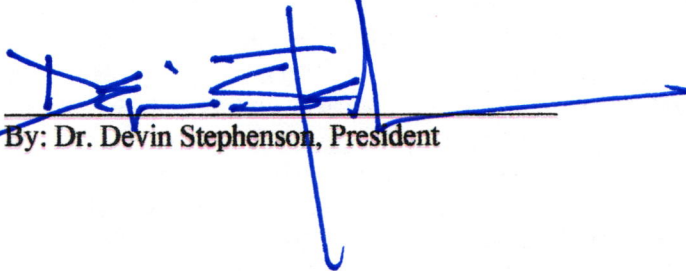
Signed on this 24 day of JANUARY 2023.



By: Christopher Stowers, Executive Director

I agree with the terms of this agreement on behalf of Northwest Florida State College.

Signed on this 25 day of JANUARY 2023.



By: Dr. Devin Stephenson, President