



March 24, 2023

Ricky Jones
Chairman
Franklin County Board of County Commissioners
Franklin County Courthouse
33 Market Street
Apalachicola, Florida 32320

Re: Lobbyist/Consultant Agreement

Dear Mr. Jones:

Capital City Consulting, LLC, (hereinafter "CCC") welcomes the opportunity to represent Franklin County Board of County Commissioners (hereinafter "FCBCC") 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 FCBCC.

SCOPE OF SERVICES. CCC agrees to lobby on behalf of FCBCC for funding of Franklin County, Florida, submitted local appropriations projects, such as funding for: jail windows replacement, emergency operations center, Lanark fire truck, St. George Island bike path, and Weems emergency and diagnostic facility. CCC also agrees to advocate for enactment of HB 309/SB 640, filed during the 2023 regular session, or similar legislation, that authorizes certain ocean adjacent fiscally constrained counties to utilize up to 10% of their Tourist Development Tax to address public safety impacts related to increased tourism and visitors in these counties. This service includes lobbying all levels of Florida government at the direction of FCBCC.

TERM. The term of this relationship shall begin on March 24, 2023, and continue until cancelled with 30 days advanced written notice by either party.

FEES. CCC will provide the above referenced professional services for a monthly fee of \$6,000 with any partial months prorated. 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 often times split expenses amongst multiple clients if appropriate. 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 FCBCC as confidential and will not disclose or divulge same unless otherwise directed or authorized by FCBCC 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 FCBCC. 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 FCBCC.

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

Ron LaFace, Jr. and Megan Fay 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,



Ron LaFace, Jr.

I agree with the terms of this letter contract on behalf of Franklin County Board of County Commissioners.

Signed on this 28th day of March 2023.

Ridley D. Jones
Signature

Chairman
Title