



December 11, 2015

Mr. David Persson  
Persson & Cohen, P.A.  
217 Nassau Street South  
Venice, FL 34285

Re: Lobbyist/Consultant Agreement

Dear Mr. Persson:

Capital City Consulting, LLC, (hereinafter “CCC”) is pleased that Persson & Cohen, P.A. (hereinafter “Persson & Cohen”) has chosen to contract with CCC as consultants/lobbyists in the representation of the City of Venice before Florida’s legislative and executive branches. Given our government affairs experience, we believe we are well equipped to enhance the City of Venice’s 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 Persson & Cohen and the City of Venice.

**SCOPE OF SERVICES.** CCC agrees to represent the City of Venice as independent contractors of Persson & Cohen during legislative sessions and committee weeks to monitor all actions of the legislative and executive branches that could impact the City of Venice’s position on relevant legislation and appropriations matters. This service includes lobbying all levels of Florida government at the direction of Persson & Cohen and the City of Venice.

**TERM.** The term of this relationship shall begin on January 1, 2016, and continue for as long as Persson & Cohen is under contract with the City of Venice, or until cancelled with 30 days advanced written notice by either party.

**FEES.** Persson & Cohen agrees to pay CCC \$5,000 per month, subject to appropriation, for the above referenced professional services.

**CONFIDENTIALITY.** CCC will treat any and all information, communications, or materials of Persson & Cohen and the City of Venice as confidential and will not disclose or divulge same unless otherwise directed or authorized by Persson & Cohen or ordered to do so by a court of competent jurisdiction.

**INDEPENDENT CONTRACTOR.** The relationship of CCC to Persson & Cohen is that of an independent contractor. Nothing in this letter of agreement shall be deemed to create the relationship of partners, joint venturers, or employer/employee between CCC and Persson & Cohen. In connection with the activities described herein, it is agreed that CCC shall not be deemed to be the agent of Persson & Cohen and is not authorized to make any agreement for Persson & Cohen or any representation or warranty on behalf of Persson & Cohen.

**ETHICAL AND LEGAL CONSIDERATIONS.** CCC agrees to comply with all applicable local, state and federal laws, rules and regulations in its representation of the City of Venice and Persson & Cohen 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 10% toward executive branch lobbying efforts and 90% 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 all parties as soon as practical. CCC will attempt to resolve such conflict to the satisfaction of all parties. If a resolution agreeable to all parties is not achievable, then CCC must resolve the conflict in favor of any client represented prior to Persson & Cohen'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.

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 to serving you.

Sincerely,



Nick Iarossi

I agree with the terms of this letter contract on behalf of Persson & Cohen.

Signed on this 14<sup>th</sup> day of December 2018.



Signature

Persson  
Title