

CONSULTING AGREEMENT

This Agreement for Services is entered into and effective July 1, 2018 by and between **Ericks Consultants, Inc.** (“**ECI**”) 205 South Adams Street, Tallahassee, Florida 32301 and **Capital City Consulting, LLC.** (“**CCC**”), located at 101 E. College Avenue, Suite 502, Tallahassee, FL 32301.

WHEREAS, CCC has qualified experts in the field of rail transportation, legislative and administrative representation and advocacy; and

WHEREAS, in the judgment of **ECI**, it is necessary and desirable to employ the services of CCC to assist **ECI** and **SFRTA** with representation before the Florida Legislature, the Governor, the Cabinet, state agencies, and other public bodies of the state,

NOW THEREFORE, in consideration of the conditions and mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and incorporated as part of this Agreement.
2. Services. CCC is hereby retained as an independent contractor, to assist **ECI** and **SFRTA** during legislative sessions and committee weeks, and such other times as deemed necessary, to monitor all actions of the legislative and executive branches that could impact SFRTA’s presence in Florida. This service includes lobbying all levels of Florida government at the direction of **ECI** and **SFRTA**.

SERVICES PROVIDED HEREIN ARE NOT LEGAL SERVICES AND DO NOT CREATE AN ATTORNEY CLIENT RELATIONSHIP WITH ANY LAW FIRM.

3. Term. The term of this Agreement shall commence on July 1, 2018 and shall remain in force for one year unless cancelled by either party given 30 days written notice.
4. Compensation. In consideration for this Agreement, **ECI** shall pay CCC a monthly retainer fee of \$4,000.00.
 - a. Invoices shall be submitted on the first day of each month for services rendered the previous month. Payments shall be made in arrears.
 - b. Invoices shall be submitted via email to saaks5a@embarqmail.com or via regular mail to P. O. Box 10131, Tallahassee, Florida 32302.
5. Expenses. **ECI** shall reimburse CCC for all pre-approved costs and expenses incurred by CCC during the term of this Agreement.
6. Independent Contractor. For purposes of this Agreement, CCC is an Independent Contractor, solely responsible for the manner and method of completing its work under this Agreement.
7. Lobbying Laws. **ECI** and CCC acknowledge that CCC shall comply with all applicable local, state and federal laws, rules and regulations.
8. Conflict of Interest. CCC agrees to disclose any conflict of interest which may arise with any existing or future client to all parties as soon as practical. If a resolution agreeable to

all parties is not achievable, then CCC must resolve the conflict in favor of the client longest represented.

9. Termination. At either party's sole and exclusive discretion, this Agreement may be terminated for convenience, upon thirty (30) days' advance written notice.
10. Enforceability. Any provision of this Agreement prohibited by law or by court decree in any locality or state shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement as if the provision or part declared void or invalid had never been incorporated in the Agreement and the remainder of the Agreement shall continue to bind all parties.
11. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.
12. Jurisdiction and Venue. Jurisdiction and venue shall lie in Leon County, Florida for any dispute which arises out of this Agreement.
13. Attorneys' Fees. The prevailing party in any dispute shall be entitled to recover all costs and expenses, including attorneys' fees, including fees for trial and appellate courts.
14. 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. Any amendment hereto must be in writing and signed by the parties.

Jim Boxold will have primary responsibility for this engagement but all CCC firm members will be accessible as needed to assist client.

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15. Authority. The individuals signing below represent and warrant that they have the authority to bind their respective companies to this Agreement.

IN WITNESS WHEREOF, the parties have set their seals effective on the date before written.

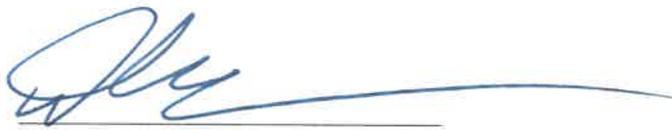


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