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April 8, 2016

Mr. Charlie Van Zant, Jr.
Superintendent
Clay County Schools
900 Walnut Street
Green Cove Springs, Florida 32043

Re: Retainer Agreement with Southern Strategy Group of Jacksonville, LLC

Dear Mr. Van Zant:

Thank you very much for your continued interest in Southern Strategy Group of Jacksonville, LLC. We have enjoyed our relationship with the school district this past year and appreciate the opportunity to continue providing consulting services to Clay County Schools in Clay County and Tallahassee. Southern Strategy Group of Jacksonville, LLC is committed to providing the highest level of service in furtherance of your goals. This agreement will describe the terms under which that representation will occur.

You have asked that we continue to assist the district on state level policy and budget issues related to VPK-12 education. In addition to continuous state level advocacy during interim committee weeks and the Legislative Session, this also includes all relevant preparatory work in the preceding months such as assistance with drafting a legislative agenda, coordination of relationship-building activities with elected officials and other items. We will also continue to assist Clay County Schools with the establishment of new public-private partnerships to enhance the district's wall-to-wall Academies. In addition, as part of our scope of service, Southern Strategy Group of Jacksonville, LLC will provide ancillary services such as electronically forwarding to you on a daily basis relevant newspaper articles, analyses, and important governmental announcements.

The entire team of Southern Strategy Group of Jacksonville, LLC will be available to advance Clay County Schools' goals. You may wish to review in detail the qualifications of the team at <a href="www.sostrategy.com">www.sostrategy.com</a>. However, in order to ensure that your needs are efficiently and fully addressed, I will be your primary contact and tasked with coordinating our team's efforts. If I should ever be unavailable, I would encourage you to contact Deno Hicks. Our contact information is reflected on the attached sheet.

In exchange for these services, Clay County Schools has agreed to pay Southern Strategy Group of Jacksonville, LLC \$5,000 per month beginning June 1, 2016. This agreement will continue through May 31, 2017. Southern Strategy Group of Jacksonville, LLC will send an invoice on the first of each month for the current month's services and payment is due by the end of each month. All payments should be remitted to P.O. Box 10570, Tallahassee, FL 32302. Costs directly attributable to the performance of this work will be billed in addition to the monthly retainer, and these costs may include travel and other







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expenses incurred on Clay County Schools' behalf. No monthly costs that in the aggregate exceed \$500 will be incurred without your prior approval.

Also, by signing below, you agree that you will complete any forms necessary to comply with registration requirements under Florida law that may arise as a result of our work with Clay County Schools during the term of this contract or after its termination should reporting periods overlap. Per Florida law, Southern Strategy Group will also disclose on a quarterly basis our fees as reflected in the document we previously reviewed together.

It should also be noted that Southern Strategy Group of Jacksonville, LLC has affiliated offices in other states and within the state of Florida. Southern Strategy Group of Jacksonville, LLC has a policy of declining work with clients when those efforts would immediately create a direct conflict with other clients that Southern Strategy Group of Jacksonville, LLC currently has in that region. You have retained Southern Strategy Group of Jacksonville, LLC for services in Clay County and Tallahassee, and we know of no conflicts with our current clients. In order to ensure the candor and trust in our relationship that forms the basis of an effective partnership, it is the policy of Southern Strategy Group of Jacksonville, LLC to keep confidential within each office all information about your business interests and strategies.

I believe the above reflects our understanding. If it does, please sign this agreement and return with the enclosed client information form. I appreciate your attention to this matter and look forward to continuing to work with you. Please never hesitate to contact me if we can assist Clay County Schools in any way.

Matt Brockelman		
For Clay County Schools	 Date	

Sincerely.

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Client Name: \_\_Clay County Schools\_\_

## Florida Lobbying Fee Disclosure

Under Section 112.3215, Florida Statutes, lobbying firms in Florida are required on a quarterly basis to publicly disclose fees billed or received from clients for lobbying efforts at the state level. The law mandates that lobbying firms allocate fees between lobbying and non-lobbying services, legislative and executive branch lobbying, and lobbying performed by the firm that occurred at other levels of government.

Having discussed with your organization the scope of services that Southern Strategy Group will be performing on your behalf, set forth below are the allocations we intend to disclose to the State while representing you. If during the course of performing these services we find that the allocations do not accurately reflect our lobbying effort on your behalf, we will write to inform you of a change in the allocations. Should you disagree with the allocations made below, please contact us in writing to express your thoughts.

Lobbying Services* vs. Non-Lobbying Services
X Compensation under this contract is paid exclusively for lobbying services, and no compensation is being paid for non-lobbying services. Therefore, all compensation paid under this contract should be allocated to lobbying services.
Some compensation paid under this contract is for non-lobbying services, and% of compensation will be allocated to lobbying services and% will be allocated to non-lobbying services.
*Southern Strategy Group is exclusively a lobbying firm. We do not offer other services to clients including: legal, business consulting, public relations.
State Level Lobbying vs. Lobbying Other Levels of Government

State Level Lobbying vs. Lobbying Other Levels of Government	
X. Compensation under this contract is paid exclusively for state level lobbying in Florida compensation is being paid for lobbying services performed at other levels of government, states, or the federal level.	
Some compensation paid under this contract is for non-State level lobbying services, a compensation will be allocated to State-level lobbying services and% will be allocated to level lobbying services.	

Floric	Florida Legislative Lobbying vs. Florida Executive Lobbying		
Q1 Q2 Q3 Q4	Legislative 90% 90% 90% 90%	Executive	

I, Matt Brockelman, affirm I have completed this form using Southern Strategy Group's fact-based method in praviding allocations for the above referenced client.

Signature

<u>4/8/16</u>

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