



June 2, 2023

VIA EMAIL (POWERSM@MARTINSCHOOLS.ORG)

Chair Marsha Powers
Martin County School District
1939 SE Federal Highway
Stuart, FL 34994
(772)214-2658

Re: Engagement of Black Consulting, LLC

Client Name: Martin County School District (“MCDS” or
“Client”)

Matter Name: Florida Legislative and Executive Advocacy

Dear Marsha:

Thank you for reaching out regarding the state advocacy and government relations needs of the Martin County School District. In response to our conversation and your recent request, please find the below engagement letter for Black Consulting, LLC (“Black Consulting” or the “Firm”) to provide legislative and executive representation to MCSD. Here is an Engagement Letter (“Agreement”) to confirm the scope, terms, and conditions of our representation.

1. Scope of Engagement.

On behalf of the Client, Black Consulting agrees to represent Client’s interests before the Executive and Legislative branches of Florida state government and work closely with key stakeholders and interested parties. The Firm agrees to provide advocacy services to Client beginning upon signature of this Agreement. Representation will include:

- a. Monitoring and consistent reporting regarding proposed legislation directly impacting MCSD’s interests, to include legislative progress reports at an identified interval;
- b. Where appropriate, organizing introductory meetings with key elected officials, stakeholders, and advocacy organizations for the purpose of establishing relationships to best position MCSD;

- c. Legislative and executive advocacy on behalf of MCSD, including identifying future legislators interested in the areas of education policy and appropriations for future advocacy efforts;
- d. Coordinating with MCSD's Board, you and MCSD staff identified by you to develop and execute a strong advocacy strategy intended to prioritize issues and projects which best position MCSD or mitigate proposals which may negatively impact MCSD; and
- e. Provide required updates to the MCSD Board.

Our only client in this matter will be MCSD, and our Firm will not be representing any other entity or individual person in connection with this matter.

2. Staffing.

Because of subject matter expertise, existing legislative and executive relationships, and prior experience, primary responsibility for this engagement will be assumed directly by Greg Black.

3. Fees.

By mutual agreement, the fee for these services will be \$57,000, payable in twelve (12) monthly installments of \$4,750. Invoices will be sent on the first of each month, beginning July 2023.

4. Disbursements and Additional Charges.

In addition to this fee, MCSD will be responsible for the Firm's regular disbursements and charges incurred in connection with this Agreement. We are mindful of the need to closely monitor expenses and will always work to keep costs reasonable. An invoice will be sent monthly reflecting the amount of our fees and costs. Any reimbursable expenses will only relate to something done in connection with this contract and we do not expect there to be significant expenses incurred.

We bill fees, disbursements, and other services monthly, and payment is due within 15-days of receipt. If you make no comment about a statement within 15-days of the invoice date, we will assume that you have reviewed it and find it acceptable.

5. Registration and Reporting Requirements.

In providing its services to you under this Agreement, Black Consulting will endeavor to maintain confidentiality regarding information relating to this representation and all other privileges, where applicable. However, the services covered by this Agreement are substantially advocacy services and will be subject to registration and reporting requirements, as are provided for in statutes and ordinances applicable to advocacy activities. By entering into this Agreement, you hereby consent to the Firm making such registrations and disclosures as are legally required to comply with all applicable laws. In complying with these requirements, the Firm will register prior to undertaking any effort on your behalf with legislative and executive members, staff, or employees. If requested, the Firm will timely furnish you with copies of required reports, disclosures, or

responses. MCSD agrees to execute such documents as are required by law and otherwise cooperate in achieving compliance and the avoidance of penalties. Both MCSD and Firm agree that for the purposes of state reporting requirements, the Firm will designate 80% of the fee for legislative representation and 20% for executive branch representation.

Should you have any questions or concerns about our service, work product, billings, or any other aspect of our engagement, please let me know immediately so that we may address the situation and best respond to your needs. Thank you for selecting Black Consulting to represent you. We appreciate your confidence in assigning us this important matter and we look forward to assisting you.

Sincerely,

Greg Black

Greg Black, Owner
Black Consulting, LLC

MARTIN COUNTY SCHOOL DISTRICT HAS REVIEWED, ACCEPTED, AND AGREES TO THE TERMS OF THIS ENGAGEMENT LETTER:

Marsha B. Powers
Signature

Marsha B. Powers
Printed Name

June 20, 2023
Date