

## CONSULTING AGREEMENT

**THIS AGREEMENT** (hereinafter the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between Governance Services, L.L.C., (hereinafter “Consultant”), a Florida corporation, and Wakulla County (hereinafter “County”), a Florida county.

**WHEREAS**, Consultant is engaged in the profession of lobbying and governmental relations; and

**WHEREAS**, County is desirous of prompting beneficial legislation, and defending against legislation that would be detrimental to the citizens of Wakulla County; and

**WHEREAS**, County is desirous of obtaining new and additional state funding, inclusive of “line item” state appropriations, for priority county infrastructure and capital improvement projects and targeted services.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **APPOINTMENT OF CONSULTANT.** County hereby appoints and designates Consultant as its Lobbyist before State government. Consultant accepts this appointment, and agrees to perform in accordance herewith and with direction of County.
2. **THE TERM.** The term hereof shall commence on the day and year first above written, and shall continue for one (1) year, with the parties having the option to enter into a written agreement to extend for one (1) additional one (1) year term upon such terms and conditions agreeable to the parties.
3. **DUTIES OF CONSULTANT.** The role and compensation of Consultant in the performance of the goals of County are unique. To this end, the parties agree:
  - a. Time is of the essence of this Agreement, and County will furnish, when and as needed by Consultant, the service needs, goals and objectives of the County as relates to potential funding or legislation;
  - b. Consultant will, upon execution hereof vigorously represent County before the Florida Legislature, executive branch and state agencies; and
  - c. Exhibit “A” attached hereto and incorporated herein specifies duties of and services to be provided by Consultant.

4. **CONSULTANT'S COMPENSATION.** For and during the performance of the foregoing state lobbying services, Consultant shall be paid a yearly retainer of Thirty Nine Thousand (\$39,000.00) and no/100 Dollars. At any time during the contract period, County may, at its sole discretion increase the compensation amount to add duties and tasks to Consultant on the federal level.

Consultant shall be responsible for any and all office and telephone expenses for performance of state lobbying services. Any extraordinary expenses including, but not limited to, travel to represent the County on the Federal level, shall be the responsibility of the County, but may not be incurred without prior written approval from the County Administrator. For purposes of this Contract, travel is hereby defined as being inclusive of airfare, hotel, and taxi for Consultant no greater than Three Thousand (\$3,000.00) and no/100 Dollars per year for exclusive representation of Wakulla County.

Moreover, the intent of such travel, if approved, is to provide the County the opportunity to gage Consultant's expertise and performance at Federal lobbying services prior to any addition of duties in accordance with the terms of this Agreement.

5. **INDEPENDENT CONTRACTOR.** County and Consultant agree that in the performance of the services contemplated herein, Consultant shall be, and is, an independent contractor, and is not an agent or employee of County. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant. Consultant shall be solely responsible for, and shall hold County harmless from, all matters relating to the payment of Consultant's employees, including compliance with the Social Security Administration, withholding and all other regulations governing such matters.
6. **LEGAL USE OF FUNDS.** Consultant shall make no disbursement or payment of any kind or character out of the compensation paid to it hereunder, or with any other fund, or take or authorize the taking of any other action, which contravenes any statute or rule, regulation or order of any jurisdiction.
7. **CONFLICT OF INTEREST.** Consultant warrants and represents that at the time of execution of this agreement it does not represent or act as Legislative counsel for any person or entity with interest adverse or potentially adverse to that of the County. Consultant shall not represent or accept appointment on behalf of any person or entity during the term of this Agreement, that would create a conflict or potential conflict of interest with the County. Throughout the term of this agreement Consultant agrees to abide by all applicable rules of ethical conduct and Florida law.

8. **MISCELLANEOUS.** County understands and accepts that Consultant is a non-legal services entity.

Oral and written reports shall be provided on a monthly basis to the County by the Consultant and at such other times as the County may reasonably request.

This Agreement contains the entire agreement by and between Consultant and County and neither party is relying upon oral representations made by the other party except as set forth in this Agreement.

Any modifications to this Agreement shall be effective only when agreed upon in writing by both Consultant and County.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first above written.

Governance Services, L.L.C.

Wakulla County Board of County  
Commissioners

By: \_\_\_\_\_  
Paige Carter-Smith, As its \_\_\_\_\_

By: \_\_\_\_\_  
Honorable Howard Kessler, Chairman

ATTEST:

ATTEST:

\_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Brent X. Thurmond, Ex Officio Clerk to the  
Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Ronald A. Mowrey, County Attorney