

CONSULTING AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into this ____ day of March 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 government relations, grant writing and seeking revenue for local governments and educational institutions; and

WHEREAS, local governments and educational institutions are desirous of identifying, and obtaining revenue from the federal stimulus plan to assist in providing services to its residents; and

WHEREAS, local governments and educational institutions are desirous of promoting the capital area region along with Leon County, and is further desirous of joining individual entities within the region to support a coordinated advocacy effort;

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 a Governmental Affairs Consultant before state and federal governments.

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 an additional one (1) year.

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 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 it relates to potential funding; and

- b. Consultant will, upon execution hereof vigorously represent County before federal and state departments and legislative bodies.
 - c. Consultant will, research, prepare, and submit grant proposals to maximize potential funding as directed by the County.
4. **CONSULTANT'S COMPENSATION.** Consultant shall be responsible for reasonable office, telephone, and travel expenses. Any extraordinary expenses shall be the responsibility of County, but may not be incurred without prior written approval from the County Administrator. The County will make such payments within ten (10) business days of the execution of this agreement for services and according to the following payment schedule:
- | | |
|-------------------|----------|
| March 31, 2009 | \$XX,XXX |
| June 1, 2009 | \$X,XXX |
| September 1, 2009 | \$X,XXX |
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. **MISCELLANEOUS.** County understands and accepts that Consultant is a non-legal services entity.

This Agreement contains the entire agreement by and between Consultant and County, and neither party is relying upon any 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 County and Consultant.

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

Governance, Inc.

Wakulla County, Florida

By: _____
Paige Carter-Smith, President

By: _____
**Howard Kessler, Chairman,
Board of County Commissioners**

Date: _____

Approved As to Form:

Attest: _____
**Brent Thurmond, Clerk of the
Wakulla County, Florida**

Court

Ronald Mowrey, County Attorney

Date: _____