

Buchanan

Ingersoll · Rooney

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November 15, 2021

Columbia County Board of County Commissioners
P.O Box 1529
Lake City, FL 32056-1529
Attn: David Kraus

Re: Consulting Agreement for Government Relations (Non-Legal) Services

Dear David:

Buchanan Ingersoll & Rooney PC ("Buchanan" or the "Firm") would be pleased to accept your request to assist Columbia County (the "County"). In accordance with our Firm's procedures, this consulting agreement (the "Agreement") confirms the terms on which Buchanan will provide government relations services before the State of Florida. Our representation shall focus on assisting the County with economic development issues and consist of representation of the County before the legislative and executive branch, including executive agencies with respect to appropriations, grants, and other opportunities. We will work with the County to identify, establish, and maintain relationships with key stakeholders including, but not limited to, public officials, agencies, and public-private partnerships such as Enterprise Florida, CareerSource Florida, Space Florida, and others identified by the County.

Non-legal Services Only

The Services furnished pursuant to this Agreement are consulting services only and are not legal services. The County understands that this Agreement does not establish an attorney-client relationship between the Firm and the County. Accordingly, the confidentiality protections and conflict of interest restrictions of the Lawyers' Rules of Professional Conduct and the attorney-client privilege do not apply to the Services. This means that the Firm may provide legal representation to a client in a matter directly adverse to the County, including litigation.

If the County wishes to engage the Firm to provide legal services, it will be necessary to enter into a separate engagement agreement covering the terms of our legal representation.

Billing Matters

The monthly retainer for our Services is \$6,500.00 per month, plus expenses, beginning November 16, 2021, for a minimum of twelve (12) months (the "Initial Term"). Please note that

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the State of Florida charges "lobbyist registration fees" which shall be billed to the County as a reimbursable expense.

During the Initial Term, either party may terminate this Agreement in the event of a material breach by the other if: such material breach is not remedied within 30 days from the date the alleged breaching party received written notice from the other; and the notice of material breach contained a reasonable description of the material breach and the steps necessary to remedy such breach. In the event of termination, the Firm shall be entitled to payment for Services up to the effective date of termination. This Agreement may be terminated by either party after completion of the Initial Term upon 30 days written notice.

We will provide a monthly statement. Monthly billings also will include expenses incurred in providing the Services. Expenses include items such as travel costs, delivery/messenger services, photocopy, telephone and fax charges, computerized research service charges, word processing/computer charges, and secretarial and other staff overtime charges, if applicable. Such expenses will be discussed and approved with the Columbia County prior to incurring them. Certain of these charges may include an adjustment above cost for administrative expenses and overhead incurred by the Firm to provide the billed service. Disbursements in excess of \$500 will normally be forwarded to the County for direct payment. As is usually the case, disbursement charges may not be current at the time of each monthly billing and will be billed later. Statements are prepared and processed by our accounting department. If you have questions concerning a statement, please call me at (561) 310-4049.

Payment is due upon receipt of our invoice. The Firm reserves the right to impose interest at a rate equal to one and one-half percent (1½%) per month on any outstanding balance that remains unpaid for more than 30 days after receipt of the invoice. The Firm also reserves the right to decline to continue to provide services to clients who do not pay within the guideline without making mutually acceptable arrangements for delayed payment. By signing this Agreement, the County confirms its understanding of and agreement with the foregoing.

Should the County elect to extend this Agreement beyond the Initial Term described above, the County agrees to increase the monthly retainer, at a minimum, to adjust for cost of living increase.

Florida Lobbying Disclosure Compliance

Florida law requires all lobbyists to register, identify their lobbying clients, identify the main business of their lobbying clients and make quarterly reports of the amount of compensation (including expenses) paid to or billed by the lobbyist's Firm for lobbying activities on behalf of each client for which they are lobbying. The County's execution of this Agreement confirms the County's consent to the Firm's disclosure of such information, as required by Florida law.

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Confidential Information

The Firm will treat as confidential the County's proprietary, sensitive and confidential information which may be disclosed to the Firm in connection with this Agreement ("Confidential Information"). Except as necessary to perform the Services and comply with applicable law, including the Florida lobbying registration and reporting requirements described in the paragraph above, the Firm will not disclose the County's Confidential Information to third parties without the County's written consent. The term Confidential Information does not include information about the County which is publicly available (through no fault of the Firm or its personnel). The Firm's obligations with respect to the County's Confidential Information shall survive the termination or expiration of this Agreement.

Services to Other Clients

The Firm monitors compliance with its obligations under the Florida lobbying laws. The Firm has implemented procedures to avoid taking a position for one lobbying client that is directly adverse to a position currently being taken for another lobbying client, without the consent of the involved clients. This Agreement does not restrict the Firm from providing legal representation to clients in matters adverse (including litigation) to the County and/or individuals and entities affiliated with the County. If unforeseen circumstances arise that cause either the Firm or the County to become concerned that our Services for the County could be adversely affected by services provided to another client, we will work with the County to resolve the situation.

Records Retention.

At the County's request, we will deliver the documents and property the County has provided the Firm and documents and materials prepared for the County in providing the Services. We may elect to retain a copy of portions of the file at our expense. We may withhold our records if there is a breach of this Agreement. In accordance with the Firm's records retention program, we will retain for seven years any files that the County does not request. We reserve the right to dispose of any documents or other materials after seven years following the conclusion of our Services without further notice to the County.

Public Information


The Firm sometimes identifies clients in various public communications including (but not limited to) press releases, the Buchanan Ingersoll & Rooney website and brochures used to describe the Firm and its capabilities. We ask that your signature on this letter also acknowledge your consent to including the County's name in these communications.

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Buchanan Ingersoll & Rooney and I greatly appreciate your confidence in us, and look forward to working with the County. Please acknowledge your understanding and agreement regarding the terms of our engagement as described in this letter by signing one of the enclosed copies of this letter in the space provided below and returning it to me.

Sincerely,

BUCHANAN INGERSOLL & ROONEY PC



Mike Grissom

Agreed and accepted this 2 day of December, 2021.

The undersigned confirms that he/she is duly authorized to enter into this Agreement on behalf of the County, that the Services undertaken involve solely the provision of non-legal services, that the County consents to the Firm's disclosure of information required by Florida law for lobbying registration and reporting, that the Agreement and the Services do not establish an attorney-client relationship with the County, that the confidentiality protections and conflict of interest restrictions of the Lawyers' Rules of Professional Conduct and the attorney-client privilege have no application to the Services, and that the Firm may provide legal representation to a client in a matter directly adverse to the County including litigation.

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By:  _____

Name Robby Hollingsworth

Title: Chairman