

LOBBYIST SERVICES AGREEMENT

This Lobbyist Services Agreement (“Agreement”), is made and entered into by and between Florida Association of Court Clerks, Inc., d/b/a Florida Court Clerks & Comptrollers (“FCCC”), a Florida not-for-profit corporation located at 3544 Maclay Blvd. S., Tallahassee, FL 32312, and **The Southern Group of Florida, Inc** (“Lobbyist”), a for-profit corporation, located at **123 S. Adams Street., Tallahassee, FL 32301** whose federal employer I.D. number is **59-3584976**, and takes effect **07/01/2022** (“Effective Date”).

RECITALS

WHEREAS, FCCC desires to obtain the services specified herein; and,

WHEREAS, Lobbyist is desirous of performing said services; and,

WHEREAS, the parties recognize that the negotiation, commencement, and performance of this Agreement is subject to substantial state and federal regulation and that they shall at all times comply with all applicable regulations.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the parties agree as follows:

ARTICLE I DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings defined below.

1.1 Agreement. The term "Agreement" shall mean this Lobbyist Services Agreement, and any amendments thereafter adopted in writing by both parties.

1.2 Clerk-affiliated entity. The term “Clerk-affiliated entity” shall include but not be limited to Florida Association of Court Clerks, Inc. d/b/a/ Florida Court Clerks & Comptrollers; FACC Services Group, L.L.C. d/b/a/ CiviTek; CiviTek National, Inc.; the Clerk of Court Operations Corporation; and, every Florida Court Clerk & Comptroller, both individually and as an office.

1.3 Executive Committee. The term “Executive Committee” shall mean the Executive Committee of FCCC.

1.4 Payment in Full. The term “payment in full” shall mean all expenses incurred by Lobbyist in performance of services pursuant to this Agreement, including but not limited to, all fringe benefits, overhead costs, profits, secretarial costs, daily office expenses, long-distance communication costs, courier expenses, including overnight deliveries, and other direct non-salary expenses. The term “payment in full” expressly excludes reasonable travel expenses incurred within the limits established by FCCC’s Travel Policy, as the same is attached hereto and made a part hereof as **Exhibit ‘B,’** and costs pre-approved by the Executive Committee.

ARTICLE 2

TERM

2.1 Term. This Agreement shall be for a term of **twelve** calendar months(s) commencing on **07/01/2022** ("Effective Date") and terminating on **06/30/2023** ("Term").

ARTICLE 3 SCOPE OF SERVICES

3.1 Scope of Services. Lobbyist shall provide professional Executive Branch and/or Legislative Branch lobbying services before appropriate State of Florida governmental entities at the direction of the Legislative Committee Chair, as described in **Exhibit 'A'**, attached hereto, and incorporated in this Agreement. In the event of conflicting language between the consecutive terms of this Agreement and **Exhibit 'A'**, the consecutive terms of this Agreement shall govern.

3.1.1 Scope of Legislative Branch Lobbying Services. Lobbyists providing Legislative Branch lobbying services shall: (a) secure sponsors for bills, resolutions, amendments, etc. necessary to accomplish FCCC's legislative goals; (b) effectively communicate FCCC's legislative priorities and issues to members of the Florida House of Representatives, Florida Senate, their staff and professional committee staff; (c) monitor legislation that impacts Florida's Court Clerks; (d) identify and communicate potential concerns and opportunities; (e) work to defeat or amend legislation that is unfavorable to Florida's Court Clerks; and, (f) work to pass FCCC's legislative priorities and other matters which, from time to time, may arise and are favorable to Florida's Court Clerks.

3.1.2 Scope of Executive Branch Lobbying Services. Lobbyists providing Executive Branch lobbying services shall: (a) effectively communicate FCCC's legislative priorities and issues to the Governor's Office, Florida Cabinet, Executive and Cabinet Agencies, and their staff; (b) monitor executive acts and media with potential to impact Florida's Court Clerks; (c) identify and communicate potential concerns and opportunities; (d) work to prevent the enactment of legislation and appropriations that are unfavorable to Florida's Court Clerks; and, (e) work to ensure enactment of FCCC's legislative priorities and other matters which, from time to time, may arise and are favorable to Florida's Court Clerks.

3.2 Authority to Act. Lobbyist shall consult with the Director of Legislative & Public Affairs regarding any legislative or executive policy matter, which may impact FCCC, and take any action thereafter approved by the Legislative Committee Chair. Lobbyist shall have no authority to pledge money or credit, release, discharge debt, or otherwise obligate FCCC in any manner.

3.3 Authority to Conduct Business. Lobbyist hereby represents and warrants that it has and shall continue to maintain all licenses, permits, or approvals required for conducting its business and that it shall at all, times conduct its business in a reputable manner. Lobbyist represents and warrants that it is registered to do business in the State of Florida with the Florida Department of State, Division of Corporations, and shall maintain such registration during the terms of this Contract. Proof of such licenses, permits, or approvals shall be submitted to FCCC upon request.

3.4 Reporting. Lobbyist shall make themselves available to provide periodic verbal updates as requested by the Legislative Committee Chair and/or FCCC Director of Legislative & Public Affairs. Upon request, written reports shall be provided to the Executive Committee that reflect both the activities of Lobbyist under this Agreement and progress as to matters assigned to Lobbyist by FCCC.

3.5 Compliance. Lobbyist shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement, including but not limited to Florida's Lobbyist Registration and Compensation laws and rules. In the event any of the terms of this Agreement are inconsistent with such laws, codes, rules, and regulations, the Agreement shall be construed to operate in conformity with the requirements of such laws, codes, rules, and regulations. Lobbyist, in the negotiation, commencement, and performance of this Agreement, represents and warrants that it shall, at all times, comply with all applicable state and federal regulations.

3.6 Personnel. Lobbyist represents and warrants that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Lobbyist represents and warrants that each person engaged by Lobbyist to provide services pursuant to this Agreement, named as key personnel below, shall have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein and to provide and perform such service to FCCC's satisfaction. Lobbyist agrees that, prior to assigning, changing, or removing key personnel providing services, Lobbyist shall provide the name, résumé, and information about any potential conflict of interest to the Legislative Committee Chair. The Legislative Committee Chair shall provide information about any potential conflicts to the Executive Committee within three (3) business days of receipt of that information. Key personnel shall only be assigned, changed, or removed with the consent of the FCCC President and Legislative Committee Chair.

Key Personnel:

Nelson Diaz, David Browning, Nicole Kelly.

3.7 Attendance. Lobbyist shall attend lobbying strategy meetings, legislative committee meetings, briefings, and hearings concerning all matters assigned that may potentially impact FCCC, and such other meetings as directed by the Legislative Committee Chair. The Legislative Committee Chair shall notify the Executive Committee if Lobbyist fails to attend three (3) or more of the aforementioned meetings without good reason or advance notice. Such absences shall constitute cause for termination of this Agreement.

3.8 Use of FCCC Name. Without the advance written permission of FCCC, Lobbyist shall not use the name of FCCC or a Clerk-affiliated entity, or the name of any products or services of FCCC or Clerk-affiliated entities, in any form of communication between Lobbyist and any current or potential client of Lobbyist, including but not limited to advertisements in any media. In addition, Lobbyist shall not state in any form of communication to third parties that FCCC or a Clerk-affiliated entity, has "endorsed" the Lobbyist, as that term is commonly used, or that FCCC or a Clerk-affiliated entity is a "business partner" of Lobbyist, as that term is commonly

used. The latter prohibition shall apply even if FCCC has given Lobbyist permission to use its name. FCCC shall have the sole authority to grant or deny permission to Lobbyist to use its name in accordance with the terms of this Agreement. FCCC specifically retains all legal and equitable rights to enforce the terms of this Article, including the right to enjoin Lobbyist from the unauthorized use of the name of FCCC or a Clerk-affiliated entity, or from the reference to FCCC or a Clerk-affiliated entity as endorsing Lobbyist or a business partner of Lobbyist.

ARTICLE 4 COMPENSATION

4.1 Compensation. FCCC shall pay Lobbyist a total of **One Hundred Twenty Thousand (\$120,000)** in even monthly installments of **Ten Thousand (\$10,000)**, as Payment in Full for services actually performed pursuant to the terms and conditions of this Agreement. In addition, FCCC shall reimburse Lobbyist for reasonable travel expenses incurred within the limits established by FCCC Policy and costs pre-approved by the Executive Committee. Monies due Lobbyist shall be paid provided Lobbyist has demonstrated compliance with the terms of this Article.

4.2 Payment. FCCC shall remit payment for the services described in a statement within thirty (30) days of approving said statement. Upon written notice to Lobbyist, FCCC may withhold approval and payment to Lobbyist, in whole or in part, for Lobbyist's failure to comply with a term, condition, or requirement of this Agreement. Lobbyist shall be given an opportunity to cure and comply with the terms, conditions, and requirements of this Agreement. Upon Lobbyist's satisfactory demonstration of compliance and the approval of FCCC, withheld amount(s) shall be paid to Lobbyist. All amounts paid by FCCC to Lobbyist shall be subject to audit by FCCC, in accordance with Article 5.3 of this Agreement.

4.3 Remittance. Payment shall be made to Lobbyist by ACH.

ARTICLE 5 RECORDS RETENTION AND AUDIT

5.1 Maintenance of Records. Lobbyist shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Lobbyist shall maintain all records necessary to (a) comply with federal and state laws; (b) properly supervise the services performed pursuant to this Agreement; and (c) comply with all FCCC policies and procedures relating to records retention.

5.2 Retention Period. Lobbyist shall preserve all records required to be maintained pursuant to this Agreement for a period of three (3) years following the termination of this Agreement and make such records available at reasonable times for examination and audit by FCCC or their designee.

5.3 Right to Audit. FCCC shall maintain the right to audit the books, records, and accounts of the Lobbyist related to the performance of services pursuant to this Agreement. If an audit has

been initiated and is not completed by the end of the records retention period, Lobbyist shall retain the books, records, and accounts until resolution of the audit findings.

ARTICLE 6
NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND
AMERICANS WITH DISABILITIES ACT

6.1 Nondiscrimination. Without limitation, Lobbyist expressly agrees to abide by any and all applicable federal, state or local equal employment opportunity statutes, rules and regulations, including, without limitation: Title 7 of the Civil Rights Act of 1964; the Equal Employment Opportunity Act of 1972; the Age Discrimination and Employment Act of 1967; the Equal Pay Act of 1963; the National Labor Relations Act; the Fair Labor Standards Act; the Rehabilitation Act of 1973; and, the Occupational Safety and Health Act of 1970, all as may from time to time be amended. Lobbyist further agrees to hold harmless and indemnify FCCC from any and all liability arising from any breach of the requirements of this Article.

6.2 Equal Employment Opportunity. Lobbyist's decisions regarding the delivery of services under this Agreement shall be made without regard to, or consideration of, race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, or any other protected class.

6.3 Americans with Disabilities Act. Lobbyist shall comply with Title 1 of the Americans with Disabilities Act as it pertains to nondiscrimination on the basis of disability in employment. Additionally, Lobbyist shall not discriminate against any employee or applicant for employment due to their race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, physical or mental disability, or other protected characteristic or class.

ARTICLE 7
NOTICE

7.1 Notice. Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, mailed by prepaid certified mail, return receipt requested, or e-mailed, as follows:

LOBBYIST
Nelson Diaz
PO Box 10570
Tallahassee, FL 32302
Diaz@thesoutherngroup.com

FCCC DIRECTOR Government Relations
Jason Harrell
215 S. Monroe Street, Suite 600
Tallahassee, FL 32309
jharrell@flclerks.com

accounting@thesoutherngroup.com

ARTICLE 8
CONFLICTS OF INTEREST

8.1 Conflicts of Interest. Lobbyist shall avoid activities, investments, appearances of impropriety, and other situations, which may conflict with its duties to Clerk-affiliated entities. In providing services under this Agreement, the Lobbyist expressly represents and warrants that absent disclosure to and approval by the Executive Committee, the following are true:

8.1.1 Personal Financial Interest. Lobbyist does not and shall not have any personal financial interest, direct or indirect: (a) in any Clerk-affiliated entity; (b) with any person employed by a Clerk-affiliated entity; and (c) with any person running for office against an incumbent Clerk of Court or Comptroller.

8.1.2 Client Conflicts. Lobbyist does not and shall not represent any client whose interest is currently adverse to the interest of any Clerk-affiliated entity.

8.2.1 Disclosure of Conflicts of Interest. Within fifteen (15) days of the effective date of this Agreement, Lobbyist shall disclose to FCCC and the Legislative Committee Chair in writing, a list of clients for which Lobbyist believes there may be a conflict of interest of any kind with Lobbyist's obligations to FCCC. While this Agreement is effective, on an ongoing basis, within three (3) calendar days of the Lobbyist's discovery, Lobbyist shall disclose to FCCC and the Legislative Committee Chair in writing, via email and regular mail, any potential conflicts of interest. Lobbyist's written disclosure shall always provide sufficient information concerning the conflict including, but not limited to the name of the client presenting the conflicting position, the nature of the conflict, and the extent to which Lobbyist is unable to provide the services described in Article 3. Upon receipt of such disclosure, FCCC staff and/or the Legislative Committee Chair shall forward the information disclosed to the Executive Committee, who, in their sole discretion, shall take any appropriate action, up to and including termination of this Agreement.

8.2.2 Failure to Disclose Conflicts of Interest. Failure by Lobbyist to disclose to FCCC a conflict of interest that it knew about or reasonably should have known about prior to the original effective date of this Agreement shall be cause for immediate termination of this Agreement by FCCC. The rights and remedies of FCCC under this article for Lobbyist's failure to disclose a conflict of interest shall be in addition to and not in limitation of any of the rights, remedies, or damages available to it at law or equity.

ARTICLE 9 TERMINATION

9.1. Termination Without Cause. This Agreement may be terminated in writing by either party, without cause, upon thirty (30) days' notice to the other party.

9.2 Termination By Mutual Agreement. In the event that FCCC and Lobbyist mutually agree to terminate this Agreement in writing, this Agreement may be terminated on the terms and dates stipulated therein.

9.3 Termination for Cause. In the event that either party shall give written notice to the other that such other party has substantially defaulted or committed a material breach in the performance of its obligations under this Agreement and such default is not cured within ten (10) days following the giving of such notice, the party giving such notice shall have the right to thereafter terminate this Agreement.

9.4 Effects of Termination. Upon the termination of this Agreement, neither party shall have any further obligation to the other except for: (a) obligations accruing prior to the date of termination; and (b) obligations, promises, or covenants contained herein which are expressly made to extend beyond the term of this Agreement, including without limitation, indemnities, and professional insurance coverage. After receipt of a termination notice and except as otherwise directed by FCCC, Lobbyist shall: (a) stop work on the date and to the extent specified in the notice; (b) transfer all work in process, completed work, and other materials related to the terminated work to FCCC; (c) return all confidential data, materials, information and works made for hire to FCCC; (d) continue and complete all parts of the work, if any, that have not been terminated by FCCC; and, (e) timely submit the final invoice for payment by FCCC.

9.5 Final Payment. In the event of termination under any of the above provisions, Lobbyist shall, within fifteen (15) days after the termination date, submit a written final statement and report for all services rendered prior to and through the date of termination. Nothing herein shall constitute a modification of Lobbyist's duty to provide monthly statements to FCCC pursuant to Article 4 of this Agreement. Lobbyist shall not submit any further statements following the submission of the final statement required by this Article, nor shall FCCC be obligated to render payment on any such additional statements. In addition, Lobbyist's final report to FCCC pursuant to Article 3 shall apprise FCCC of the status of FCCC's legislative priorities for which it is responsible, advise of any scheduled meetings FCCC must attend, and of all other matters which may potentially require FCCC's immediate attention.

9.5.1 Final Payment Withheld. In the event this Agreement is terminated, any compensation payable to Lobbyist may be withheld until Lobbyist provides FCCC with documents as set forth in Article 15.

9.5.2 Extinction of Obligation. In accordance with the provisions of this article, upon final payment, FCCC shall have no further obligation to Lobbyist. Likewise, except as otherwise provided for in this Agreement, Lobbyist's obligations to FCCC as set forth herein shall cease, except that Lobbyist expressly agrees to participate in the orderly and professional transfer of responsibilities for services to FCCC or FCCC's designee.

ARTICLE 10 INDEPENDENT CONTRACTOR

10.1 Independent Contractor. Lobbyist is and shall be, in the performance of all work, services, and activities under this Agreement, an independent contractor, as that term is defined under Florida and federal law. Services provided by Lobbyist's key personnel shall be subject to the supervision of Lobbyist. In providing the services, Lobbyist and key personnel providing services shall not act, and shall not be deemed as acting as, officers, employees, or agents of

FCCC. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies, and other similar administrative procedures applicable to services rendered under this Agreement shall be those of Lobbyist.

ARTICLE 11 SUBCONTRACTING OR ASSIGNMENT

11.1 Subcontracting or Assignment. Neither party to this Agreement shall subcontract or assign any portion of this Agreement to any other entity without the specific written consent of the other party. Lobbyist's written agreements with key personnel authorized by FCCC to provide services shall not be deemed subcontracts or assignments, as Lobbyist shall remain fully responsible for the delivery of the Services.

ARTICLE 12 CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

12.1 Confidentiality. During the term of this Agreement, key personnel, employees, agents, servants, and contractors of Lobbyist may be exposed to information, which is confidential and proprietary to Clerk-affiliated entities. This information may include but is not limited to, trade secrets and exposure to entities with which FCCC has a contractual or business relationship. Lobbyist and key personnel, employees, agents, servants, and contractors shall not, other than in the scope of services to be provided pursuant to this Agreement, either during the term of this Agreement or at any time thereafter, use for his or her own benefit, or for the benefit of any other person, or to the detriment of any Clerk-affiliated entity, or disclose to any person, firm or corporation, any secret, private, or confidential information or other proprietary knowledge of and concerning the business or affairs of any Clerk-affiliated entity which Lobbyist may have acquired in the course of, or as incident to, performance under the terms of this Agreement. Lobbyist shall require individually of its key personnel, employees, agents, servants, and contractors that no individual shall, other than in the scope of services to be provided pursuant to this Agreement either during the term of this Agreement or at any time thereafter, use for his or her own benefit, or for the benefit of any other person, or to the detriment of FCCC, or disclose to any person, firm or corporation, any secret, private, or confidential information or other proprietary knowledge of and concerning the business or affairs of FCCC which Lobbyist may have acquired in the course of, or as incident to, performance under the terms of this Agreement. This prohibition shall specifically include, but not be limited to, a prohibition on the solicitation of entities with which a Clerk-affiliated entity has contracted to render professional services, and the use or disclosure of any trade secret of any Clerk-affiliated entity. This Article shall not prohibit Lobbyist from disclosing any information pursuant to a subpoena or court order in criminal, civil, or administrative proceedings. In recognition of the fact that the foregoing obligations shall survive the termination of this Agreement, Lobbyist agrees that upon the termination of this Agreement, whether by the expiration of the Agreement, or with or without cause, it shall turn over to FCCC all work product, records, documents and copies and transcriptions thereof relating to FCCC's business which are in possession of, or under the

control of Lobbyist, or its employee, agent, servant or independent contractor, excluding those documents which are copyrighted material.

12.1.1 Breach. The breach by Lobbyist or its employee, agent, servant or independent contractor, of any of the provisions of this article shall: (a) constitute cause for the termination of this Agreement, notwithstanding any other term, provision, or definition contained in this Agreement; and (b) entitle FCCC to a permanent injunction or other injunctive relief in order to prevent or restrain any such breach by Lobbyist or its employee, agent, servant, or contractor, or any and all persons or entities directly or indirectly acting for or with Lobbyist. The rights and remedies of FCCC under this article shall be in addition to and not in limitation of any of the rights, remedies, or damages available to it at law or equity.

12.1.2 Acknowledgment. Lobbyist's signature on this Agreement is an acknowledgement that the foregoing subsections were carefully read and considered, and having done so, Lobbyist agrees that the restrictions set forth in this article are fair and reasonably required for the protection of the interests of FCCC. In the event that, notwithstanding the foregoing, any part of the covenants set forth in this article shall be held to be invalid or unenforceable, the remaining parts thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein. In the event that any provision of this article shall be declared by a court of competent jurisdiction to be unreasonable or unenforceable, the court shall enforce the provision in a way which it deems to be reasonable and enforceable.

12.1.3 Security Policy. Lobbyist acknowledges and agrees that it has read the Security Policy of FCCC, as the same is attached hereto and made a part hereof as **Exhibit 'C,'** and that Lobbyist shall comply with the terms of this Security Policy, as applicable to Lobbyist.

ARTICLE 13 REPRESENTATIONS AND WARRANTIES

On behalf of its employees, agents, servants, and contractors, the Lobbyist expressly represents and warrants that, absent disclosure to and approval by the Executive Committee:

13.1 Personal Financial Benefit. None of Lobbyist's principals or the immediate family of Lobbyist's principals has a compensation arrangement of any kind with any Clerk-affiliated entity. For purposes of this subsection, the term "immediate family" shall include a spouse, natural or adoptive parent, child or sibling, stepparent, stepchild, stepbrother or stepsister, father-in-law, mother-in-law, grandparent, grandchild or spouse of grandparent or grandchild. For purposes of this subsection, compensation shall be defined as any type of remuneration directly or indirectly, overtly, or covertly, paid in cash or in kind.

13.2 Criminal Convictions and Investigations. None of Lobbyist's principals has ever been convicted of a criminal offense, has not been and currently is not under investigation by any public or private, state, or federal regulatory body.

13.3 Audits. Lobbyist has disclosed to FCCC in writing and shall continue to disclose to FCCC in writing while this Agreement is effective, within three days of receiving notice, the existence of any type of audit of Lobbyist by a public or private, state, or regulatory body or auditing entity currently being performed, or due to be performed.

13.4 Kickbacks. Lobbyist and its principals have not engaged in, and during the term of this Agreement agree not to engage in, any activities prohibited under any anti-kickback laws, related statutes or regulations, or rules of professional conduct.

13.5 Procurement. Lobbyist has not employed or retained any company or person, other than a bona fide employee working solely for Lobbyist, to solicit or secure this Agreement and it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for Lobbyist, any fee, commission, percentage, gift, or another consideration contingent upon or resulting from the award of this agreement. For a breach of this provision, FCCC shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 14 INDEMNIFICATION

14.1 Indemnification. Lobbyist agrees to indemnify, hold harmless and defend FCCC, and its agents, employees and servants, from any and all claims, judgments, costs, liabilities, demands, damages, expenses, losses of any kind, and reasonable attorney's fees, whatsoever arising in connection with any negligent acts or omissions by Lobbyist, or its key personnel, employees, agents, or independent contractors with regard to Lobbyist's performance pursuant to this Agreement, or due to Lobbyist's breach of this entire Agreement, or any of its specific terms. This obligation shall survive termination of this Agreement.

ARTICLE 15 OWNERSHIP OF DOCUMENTS OR OTHER PROPERTY

15.1 Work Product. Any and all documents provided or created in connection with this Agreement are and shall remain the property of FCCC as works created for hire. In the event of termination of this Agreement, any documents prepared by Lobbyists, whether finished or unfinished, shall become the property of FCCC and shall be delivered by Lobbyist to the Legislative Committee Chair within seven (7) days of termination of this Agreement. Any compensation due to Lobbyist may be withheld until all documents are received as provided herein.

15.2 Property and Equipment. The parties agree that certain equipment may be provided by FCCC to Lobbyist for Lobbyist's use while this Agreement is effective. A list of such equipment is attached as **Exhibit 'D'** if any equipment is provided. Any equipment provided by FCCC to Lobbyist, including but not limited to the equipment specifically listed on **Exhibit 'D'** shall at all times remain the property of FCCC and shall be returned to FCCC within seven (7) days after the date of termination of this Agreement, or at the request of FCCC at any time

during the term of this Agreement. Such equipment shall be returned to FCCC in the same condition it was provided to Lobbyist, normal wear and tear excepted.

ARTICLE 16 GENERAL PROVISIONS

16.1 Excusable Delays. Lobbyist and FCCC shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of Lobbyist or FCCC without their fault or negligence. Such causes include, but are not limited to acts of God, force majeure, national or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

16.2 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in force and effect and enforceable in accordance with its terms.

16.3 Waiver of Breach. A waiver by FCCC of a breach of any provision of this Agreement by Lobbyist shall not be construed as a waiver if any subsequent breach by Lobbyist. A waiver by Lobbyist of a breach of any provision of this Agreement by FCCC shall not be construed as a waiver of any subsequent breach by FCCC.

16.4 Article and Other Headings. The article and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement.

16.5 Entire Agreement. This Agreement supersedes all previous agreements and constitutes the entire Agreement between the parties regarding the subject matter of this Agreement. No oral statements or prior written material not specifically incorporated shall be of any force and effect and no changes or additions to this Agreement shall be recognized unless incorporated herein by amendment, as provided herein, such amendments to become effective on the date stipulated in such amendments.

16.6 Third-Party Beneficiaries. This Agreement is for the benefit of the parties hereto only and is not entered into for the benefit of any other person or entity.

16.7 Construction. No ambiguity in this Agreement shall be construed against any party based upon a claim that the party drafted the ambiguous language.

16.8 Enforcement. In the event either party resorts to legal action to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to recover the costs of such action so incurred, including without limitation, reasonable attorney's fees.


16.9 Choice of Law and Venue. This agreement is accepted and entered into Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. Any legal proceeding arising from or in any way regarding this Agreement shall have its venue located exclusively in the Circuit Court of Leon County, Florida, and the parties

hereby expressly consent and submit themselves to the personal jurisdiction and venue of the court.

16.10 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the date first entered above.

The Southern Group of Florida, Inc (**“Lobbyist”**)

BY:  _____ September 13, 2022
Signature Date Signed

Nelson Diaz

Name Printed

Florida Association of Court Clerks, Inc., d/b/a Florida Court Clerks and Comptrollers (“FCCC”)

BY: _____ September 13, 2022
Signature Date Signed

Chris Hart IV

Name Printed

Exhibit A

Scope of Services

Lobbying Assistance: As requested by the CEO, Legislative Chair, and under the direction of the FCCC Director of Government Relations, the firm will represent FCCC, and its Clerk-affiliated entities before the Florida legislature, executive and judicial branches to advocate for the interests and protection of the FCCC and its members. The firm will also be available to provide legislative strategy and advice to the Director of Government Relations and FCCC, relating to previous, current, or future issues that have had or may have an impact on the FCCC, its related entities and members.