

AGREEMENT FOR LOBBYIST SERVICES

THIS AGREEMENT is made this ____ day of August, 2020, by and between Johnson & Blanton, (“Lobbyist”) whose mailing address is Post Office 10805, Tallahassee, Florida 32302, and Santa Rosa County, Florida, (“County”), a political subdivision of the State of Florida, whose mailing address is 6495 Caroline Street, Suite C, Milton, Florida 32570.

WITNESSETH:

WHEREAS, Johnson & Blanton is a Florida based government relations firm representing clients before the Florida Legislature, state and administrative agencies, the Florida Governor and Cabinet; and

WHEREAS, the County is in need of representation by a professional government relations firm for the purpose of advancing its financial and programmatic needs at the state level of government,

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Lobbyist and the County agree as follows:

1. **TERM**. The Lobbyist agrees to provide professional representation to the County, as an independent contractor, for a term of one year, commencing on October 1, 2020 and ending on September 30, 2021.

2. **SCOPE OF SERVICES**. The Lobbyist agrees to provide professional lobbyist services and represent the County in matters where such representation is needed by County. The Lobbyist agrees to direct questions regarding the County’s needed services to the County Administrator or Board Chairman unless otherwise directed by these individuals. The Lobbyist agrees to use its best efforts in its representation of County. County understands that the Lobbyist cannot guarantee certain results will be obtained. Anticipated areas in which

representation of County may be required include; local or special laws, transportation issues at the state level, growth management issues and other state issues which may concern the Board. Due to the nature of the services to be provided by these individuals and the firm of the Lobbyist under this Agreement, shall not be assignable.

3. **FEES & BILLING.** In exchange for the Lobbyist performing professional lobbyist services, the County agrees to pay an annual fee of \$36,000.00 to be paid in monthly installments of \$3,000.00. County shall not reimburse the Lobbyist for expenses associated with performance of this Agreement with the exception of travel, which shall be reimbursable if pre-approved by the County Administrator or Board Chairman. The Lobbyist agrees all reimbursable travel expense requests shall comply and be used in accordance with Chapter 112, Florida Statutes. County reserves the right to audit the Lobbyist records regarding reimbursable travel expenses upon reasonable notice to the Lobbyist.

4. **TERMINATION.** Either party may terminate this Agreement prior to expiration of the term without cause upon thirty (30) days written notice to the other party. Either party may terminate this Agreement for breach of any provision contained herein upon seven (7) days notice to the other party.

5. **CONFLICT OF INTEREST.** The Lobbyist agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. The Lobbyist further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. The Lobbyist also

agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

6. **INDEMNIFICATION.** The Lobbyist shall indemnify and hold harmless Santa Rosa County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing duties hereunder, including but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory or otherwise unlawful under applicable laws or to properly report or pay any applicable federal, state or local fees or taxes.

7. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. The Lobbyist acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

8. **COMPLIANCE WITH LAWS.** The Lobbyist agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

9. **MISCELLANEOUS.** If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full

force and effect. This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

SANTA ROSA COUNTY, FLORIDA

By: _____
W.D. "Don" Salter, Chairman

ATTEST:

Donald C. Spencer, Clerk of Court

LOBBYIST:

JOHNSON & BLANTON

By: _____
Name: _____

WITNESSES:

Printed Name: _____

Printed Name: _____