



## AGREEMENT

**This Agreement** is made and entered into this 28<sup>th</sup> day of September 2010 by and between the **BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA**, a political subdivision of the State of Florida, 7375 Powell Rd, Wildwood, Florida, 34785, hereinafter referred to as "Board" and **CAPITOL SOLUTIONS, LLC** hereinafter referred to as "Consultant". Sumter County agrees to retain the Consultant and the Consultant agrees to provide professional services to Sumter County, in accordance with the following terms:

1. **TERM:** The term of this agreement shall begin on the date the agreement is signed by both parties, and shall terminate on September 30, 2011. Sumter County shall have the right to extend this contract for additional year(s) by providing consultant with notice of said extension before termination of this contract. Either party may terminate this agreement with thirty (30) days written notice.
2. **COMPENSATION:** Sumter County shall pay Sixty Thousand Dollars (\$60,000) for services rendered by the Consultant. Payment shall be made as follows: Twelve monthly installments in the amount of Five Thousand dollars (\$5,000) each beginning October 1, 2010.
3. **SERVICES:** The Consultant shall provide legislative lobbying services to Sumter County and serve as Sumter County's Consultant. The Consultant shall coordinate consulting activities on Sumter County's behalf with Sumter County's designated officers and other Sumter County lobbyist(s), and keep Sumter County informed of consulting and lobbying activities undertaken on Sumter County's behalf during and regarding the period of this contract term only. The Consultant shall provide legislative consulting and lobbying services on appropriation issues and other matters considered by the legislature regarding Sumter County.
4. **EXTENT OF SERVICES:** The Consultant shall devote an appropriate amount of time and attention to Sumter County's business before the Florida legislature, Cabinet, and Executive Branch. During the term of this agreement, the Consultant shall not engage in any other business activity and which could pose a conflict of interest between its other business activity and the Consultant's representation of Sumter County regardless of whether or not it is pursued for gain or profit.
5. **WORKING FACILITIES:** The Consultant shall provide its own office, stenographic help, and other facilities and services.
6. **EXPENSES:** The Consultant may incur reasonable expenses fro promoting Sumter County's business, including expenses for entertainment, travel and similar items. Expenses shall be reimbursed by Sumter County to the Consultant on a monthly billing basis, through the duration of the agreement. Consultant must have Sumter County's prior approval before it incurs expenses on behalf of Sumter County.

7. **WAIVER OF BREACH:** Sumter County's waiver of breach of any provision of this agreement by the Consultant shall not operate or be construed as a waiver of any subsequent breach by the Consultant. No waiver shall be valid unless in writing and signed by an authorized officer of Sumter County.
8. **ASSIGNMENT:** The Consultant acknowledges that its services are unique and personal. Accordingly, the Consultant may not assign its rights or delegate its duties or obligations under this agreement. Sumter County's rights and obligations under this agreement shall inure to the benefit of and shall be binding upon Sumter County's successors and assigns.
9. **ENTIRE AGREEMENT:** This agreement contains the entire understanding of the parties. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of and waiver, change, modification, extension, or discharge is sought.
10. **HEADINGS:** Headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions.
11. **COUNTERPARTS:** This agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall be construed as one and the same instrument.
12. **VENUE AND JURISDICTION:** Any dispute arising from this agreement shall only be litigated in a court of competent jurisdiction in Sumter County, Florida.

**IN WITNESS WHEREOF:** The following parties have executed this agreement:

ATTEST: GLORIA HAYWARD  
CLERK AND AUDITOR

BOARD OF COUNTY COMMISSIONERS  
OF SUMTER COUNTY

\_\_\_\_\_  
By: Deputy Clerk

\_\_\_\_\_  
By: Doug Gilpin, Chairman

Capital Solutions, LLC

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Patrick E. Bell, Partner