

## CONTRACT FOR PROFESSIONAL SERVICES

This contract is entered into by the Florida Senate (Senate) and Country First Consulting, Inc. (Consultant).

### **Purpose**

The Senate retains the Consultant for the purpose of working with any standing or select committee or sub-committee, office, or research organization established by the Legislature. Specific areas of concentration may include but not limited to budgetary matters and economic development.

### **Qualifications**

The Consultant represents that he has the training, skills and experience necessary to perform the services described.

### **Terms of Contract**

This contract will begin November 3, 2010, and end November 2, 2011, and provides that either party may terminate this contract at any time, without cause, upon 7 days prior written notice to the other. Notice will be sufficient if it is delivered to the other party personally or mailed by certified mail to: Stephen R. MacNamara, Contract Manager, Suite 409 Capitol, 404 South Monroe Street, Tallahassee, Florida 32399-1100 for the Senate and to Country First Consulting, Inc., 2302 Sandridge Circle, Eustis, FL 32726 for the Consultant. In the event of termination, the Consultant will be paid on a pro-rata basis for work satisfactorily completed and approved by the Senate President or his designee [Senate Contract Manager].

### **Duties**

The Consultant agrees to perform services in a satisfactory and proper manner as determined by the Senate in its sole discretion. Services will be provided on an as needed basis as requested by the Senate. The consultant is strictly forbidden from lobbying any member of the Florida Legislature during the term of this contract.

### **Prohibition Against Assignment**

This contract is an exclusive contract for personal services and may not be assigned in whole or in part. Services will be performed only by the Consultant. Country First Consulting, Inc. is responsible for providing the services required under this contract. The Consultant represents that performance of other contractual services for any agency, entity, or person will not interfere with the faithful and timely performance by the Consultant under this contract.

### **Other Conditions**

Consultant shall neither publish nor release to any third party any publication, news release, or other report concerning work done or information gained under this agreement without approval by the Senate. All contacts by the media shall be referred to the Senate Contract Manager.

### **Compensation**

The Consultant periodically will provide the Contract Manager an itemized invoice for completed work. The Senate will compensate the Consultant in accordance with the schedule below for satisfactory completion of tasks and delivery of documents described above. The Consultant's hourly rate shall be fixed at \$175 per hour.

The Senate's Contract Manager will determine whether satisfactory services have been provided in accordance with this contract. Upon a determination by the Contract Manager that

the services received are satisfactory, the Contract Manager will, subject to the approval of the Senate President, cause payments for completed tasks to be made. Monthly payments under this Agreement will not exceed SEVEN THOUSAND DOLLARS, FIVE HUNDRED (\$7,500).

Travel expenses must be approved in advance by the Senate's Contract Manager. Receipts for approved expenses shall be submitted on a monthly basis. In lieu of receipts the Consultant may request \$80 per day per diem and \$.445 per mile. All payments in conjunction with this Agreement shall be made in accordance with the terms of Policy 2.151, Joint Policies and Procedures of the Presiding Officers.

#### Availability of Funds

The performance by the Senate under the terms of this Agreement is subject to and contingent upon the availability of funds appropriated to the Senate for this purpose.

#### Contract Manager

The Contract Manager on behalf of the Senate is Stephen R. MacNamara. The Contract Manager on behalf of the Consultant is Carey Baker.

#### Lobbying

The Consultant will not represent any client as a lobbyist in regard to legislation before either house of the Florida Legislature while this contract is in effect.

#### Waivers


The Senate will not be deemed to have waived any of its rights or remedies unless such waiver is in writing and signed by the Senate President or his designee [Senate Contract Manager]. No delay under this contract or omission on the part of the Senate in exercising any fights or remedies will operate as a waiver of such fight or remedy. A waiver on one occasion will not be construed as a bar or waiver of any remedy on future occasions.

#### Resolution of Disputes

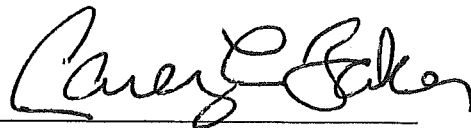
Any disputes between the Senate and the Consultant as to the application, meaning, or interpretation of any part of this contract will be resolved in Leon County, Florida, in state court by application of Florida law.

#### Entire Contract

This contract constitutes the entire understanding of the parties and supersedes any prior written or oral contracts related to the same subject matter. This contract cannot be changed except in writing with the signature of both parties.



Mike Haridopoulos  
Senate President



Country First Consulting, Inc.  
Carey Baker, President  
Consultant



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