

CONSULTING AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into this **23rd day of June, 2015**, by and between **Governance Services, L.L.C.** (hereinafter "Consultant"), a Florida corporation, and **Jacksonville Police and Fire Pension Fund** (hereinafter "The Fund"), an independent agency of the City of Jacksonville, Florida.

WHEREAS, Consultant is engaged in the profession of governmental relations; and

WHEREAS, The Fund is desirous of promoting beneficial state legislation, and defending against legislation that would be detrimental to the members of The Fund;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **APPOINTMENT OF CONSULTANT.** The Fund hereby appoints and designates Consultant as its Governmental Affairs Consultant before the Florida Legislature.

Consultant accepts this appointment, and agrees to perform in accordance herewith and with direction of The Fund.

2. **THE TERM.** The term hereof shall commence on the day and year first above written, and shall continue for twelve (12) months, with the parties having the option to enter into a written agreement to extend for an additional two (2) years.
3. **DUTIES OF CONSULTANT.** The role and compensation of Consultant in the performance of the goals of The Fund are unique. To this end, the parties agree:
 - a. The Fund will furnish, when and as needed by Consultant, the service needs, goals and objectives of The Fund as it relates to potential legislation; and
 - b. Consultant will, upon execution hereof represent The Fund if needed before the Florida Legislature, and provide legislative analysis and monitoring for all regular and special sessions in the calendar year. Consultant will provide regular updates, and advise as to potential strategies for promoting positive legislation, and discouraging legislation deemed harmful to The Fund.

4. **CONSULTANT'S COMPENSATION.** For and during the performance of the foregoing, Consultant shall be paid a yearly retainer of \$47,250.00 (forty seven thousand two hundred fifty dollars). Consultant shall be responsible for reasonable office and telephone expenses. Any extraordinary expenses including, but not necessarily limited to, travel shall be the responsibility of The Fund, but may not be incurred without prior written approval from the Executive Director, or his designee.
5. **INDEPENDENT CONTRACTOR.** The Fund and Consultant agree that in the performance of the services contemplated herein, Consultant shall be, and is, an independent contractor, and is not an agent or employee of The Fund. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant. Consultant shall be solely responsible for, and shall hold The Fund harmless from, all matters relating to the payment of Consultant's employees, including compliance with the Social Security Administration, withholding and all other regulations governing such matters.
6. **LEGAL USE OF FUNDS.** Consultant shall make no disbursement or payment of any kind or character out of the compensation paid to it hereunder, or with any other fund, or take or authorize the taking of any other action, which contravenes any statute or rule, regulation or order of any jurisdiction.
7. **MISCELLANEOUS.** The Fund understands and accepts that Consultant is a non-legal services entity.

This Agreement contains the entire agreement by and between Consultant and The Fund, and neither party is relying upon any oral representations made by the other party except as set forth in this Agreement.

Any modifications to this Agreement shall be effective only when agreed upon in writing by both The Fund and Consultant.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

Governance Services LLC.

Jacksonville Police and Fire Pension Fund

By: 
Paige Carter-Smith, President

By: _____
Mr. John Keane, Executive Dir.

Date: 6/23/2015

Date: _____

Attest:  _____

Attest: _____