



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this 1st day of July, 2018, by and between the College of Central Florida Foundation (hereinafter called the "Client") and Smith, Bryan & Myers, Inc., a Florida corporation (hereinafter called the "Consultant").

WITNESSETH

That in consideration of the mutual covenants and agreements herein contained the parties hereto as follows:

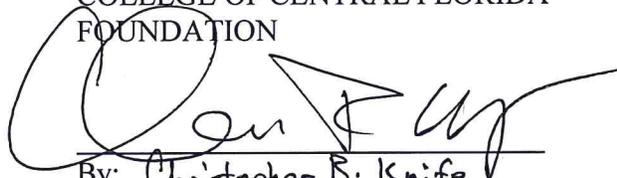
1. The Client does hereby engage and retain the Consultant as its Consultant for and during the period commencing on July 1, 2018 and ending on the 30th day of June, 2019 for representation before the State of Florida Legislature, Office of the Governor and those executive departments and agencies relevant to the interests of the Client.
2. The Consultant accepts such retainer and agrees to render and perform all services necessary or proper for the advancement of the interests of the Client to the extent required by such Client and agreed to by the Consultant and designated as responsibilities to be assumed by Consultant.
3. The Client shall pay to the Consultant as compensation for the services to be performed as hereinbefore set forth the sum of Forty Thousand Dollars (\$40,000) over a period of twelve months. The sum of (\$3,333.33) will be payable in twelve monthly installments in advance on the first day of each and every month during such term beginning July 1, 2018.
4. It is understood that the Consultant may also provide consulting and lobbying services for other clients during the term of this Agreement. The Consultant, however, will not undertake any responsibilities or engage in any activities which reasonably conflict with the interests of the Client. The Consultant shall disclose to the Client in writing any situation which may reasonably present a conflict of interest.

5. Disclosure Requirements:

- (a) Florida law requires lobbying firms to make certain public disclosures regarding their legislative and executive branch lobbying activity which includes registering to represent a lobbying client and reporting compensation related to all lobbying activity for each client on a quarterly basis with such compensation reports being subject to a random audit on an annual basis.
- (b) The Florida House of Representatives also requires lobbying firms to publicly disclose each issue they are engaged to lobby on behalf of a lobbying client including specific bill numbers. The Florida House of Representatives also requires lobbying firms representing public sector clients to post the lobbying contract on a public website.
- (c) Florida lawyers who engage in lobbying activity for a client are bound by Rules Regulating the Florida Bar which provide that information relating to a client's representation are confidential unless certain limited exceptions apply. Some of the information required to be disclosed by Florida law and the Florida House of Representatives under subparagraphs (a) and (b) above, is considered confidential by the Florida Bar, as such, by entering into this Agreement, Client consents to the disclosure of the required information.

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

COLLEGE OF CENTRAL FLORIDA
FOUNDATION



By: Christopher R. Knife
"Client"

7/1/18
Date

SMITH, BRYAN & MYERS, INC.



By: Matt Bryan
"Consultant"

Date