

**CONSULTING SERVICES AGREEMENT**  
**(Business Law Section)**

This Consulting Services Agreement ("Agreement") is entered into and shall be effective as of July 1, 2019, by and between the Business Law Section of The Florida Bar (the "Section"), The Florida Bar, and Metz, Husband & Daughton, P.A. (together with its undersigned employees, collectively, the "Consultant").

For and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the parties agree as follows:

1. Engagement. The Section hereby engages the Consultant to serve as consultant on such legislative and executive branch matters as are of interest to the Section, as identified by either the Section or the Consultant, and coordinate all activities regarding the Florida Legislature and Executive Branch that are of interest to the Section (collectively, the "Services"). In performing the Services, the Consultant agrees to comply with all policies adopted by The Florida Bar Board of Governors and by the Section. When providing the Services, the Consultant and each of its employees agree to identify themselves at all times as a representative of the Section and not a representative of The Florida Bar.

2. Representation of The Florida Bar. The Section acknowledges and agrees that the Consultant may provide legislative consulting services to The Florida Bar on legislative and executive branch matters under this Agreement as directed by the Executive Director of The Florida Bar and when the Executive Director believes that such services are necessary and in the best interest of the membership of The Florida Bar. In this event, the cost of the Consultant's time devoted to The Florida Bar representation may be assessed against this Section unless such assessment creates a shortage or hardship on the Section. In that event, The Florida Bar may reimburse the Section for an appropriate amount of legislative expense incurred by the Section.

3. Other Representations. The Consultant agrees to notify the Executive Director of The Florida Bar, the Chair of The Florida Bar's Legislation Committee, the Chair of the Section, and the Chair of the Section's Legislation Committee, in writing, (a) at least five (5) days prior to the Consultant, or any of its employees, accepting an engagement to represent a client before the Florida Legislature (other than the clients listed on Exhibit A attached hereto), or (b) immediately upon learning of any conflicts between any other clients of the Consultant and either the Section or The Florida Bar.

4. Fees and Expenses. In consideration of the Services, the Section will pay the Consultant a fee of \$80,000, to be paid on the following schedule:

September 1, 2019	\$20,000
December 1, 2019	\$20,000
March 1, 2020	\$20,000
June 1, 2020	\$20,000

The Section also agrees to reimburse the Consultant for reasonable travel expenses associated with attendance at Section meetings, to the extent they are not already attending and eligible for reimbursement by The Florida Bar, as requested by the Chair of the Section or the Chair of the Legislation Committee.

5. Term; Termination. The term of this Agreement shall be for one (1) year beginning on the date hereof. This Agreement may be terminated (a) by either party upon sixty (60) days prior written notice, or (b) by the Section or The Florida Bar if either of them determines, in their sole discretion, that the Consultant, or any of its undersigned employees, is not acting within the best interest of either the Section or The Florida Bar.

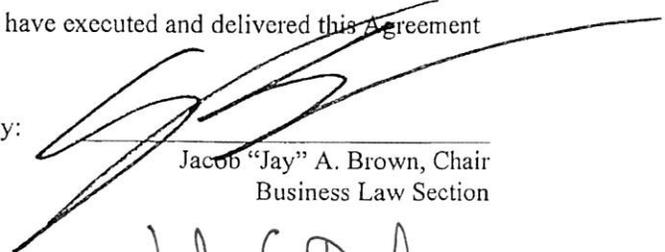
6. Disclosure. The Florida Bar, the Section and Consultant consent to the disclosure of any information in this Agreement by any party hereto, as required by law, including disclosure to the Florida Legislature of any amounts paid to the Consultant pursuant to this Agreement.

7. Miscellaneous. This Agreement shall be governed by the laws of the State of Florida. This Agreement is not assignable by either party. All notices hereunder shall be in writing and addressed to the undersigned persons and those persons designated in Section 3 hereof at their email and mailing addresses as set forth in the membership records of The Florida Bar. This Agreement represents the entire agreement of the parties hereto and may be amended only by a written instrument signed by all parties hereto. This Agreement may be executed in counterparts manually, by facsimile or by other electronic means, all of which together shall constitute one instrument that shall be the Agreement.

*SIGNATURES APPEAR ON FOLLOWING PAGES*

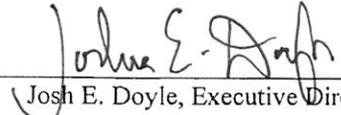
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

By:



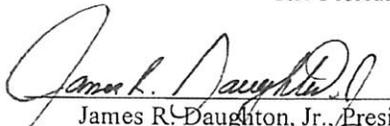
Jacob "Jay" A. Brown, Chair  
Business Law Section

By:



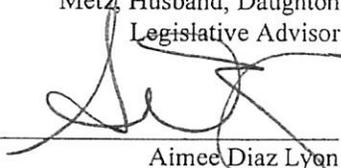
Josh E. Doyle, Executive Director  
The Florida Bar

By:



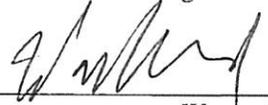
James R. Daughton, Jr., President  
Metz, Husband, Daughton  
Legislative Advisor

By:



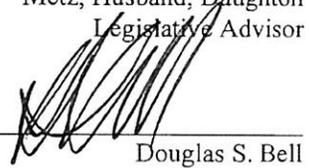
Aimee Diaz Lyon  
Metz, Husband, Daughton  
Legislative Advisor

By:



Warren Husband  
Metz, Husband, Daughton  
Legislative Advisor

By:



Douglas S. Bell  
Metz, Husband, Daughton  
Legislative Advisor