



January 14, 2020

David Browning
The Southern Group of
Florida, Inc.
123 S. Adams Street
Tallahassee, Florida 32301

RE: Subcontract for Professional Consulting Services: Hillsborough County

Dear David:

Based on our conversations, this serves as an engagement letter to reflect our agreement to subcontract with The Southern Group of Florida, Inc. ("Southern") to assist Smith, Bryan & Myers, Inc. ("SBM") in providing professional consulting services to Hillsborough County ("Hillsborough") pursuant to the Agreement entered into by and between SBM and Hillsborough on or about July 20, 2016, as well as, the subsequent First Modification Agreement dated June 29, 2019, collectively referred to as the "Agreements."

You warrant that you are capable and available to provide the services described herein.

SBM warrants that the signatory to this agreement is authorized to execute said agreement with the permission of Hillsborough and commit to the payment of any and all fees due under the terms of this agreement.

- 1. TERM.** The term of this relationship shall be the period beginning on January 14, 2020 and ending on May 31, 2020. This agreement will terminate earlier immediately upon the termination of SBM's Agreements with Hillsborough.
- 2. SCOPE OF WORK.** SBM does hereby engage and retain Southern as its consultant for and during the term of this subcontract for representation of Hillsborough before the

legislative and executive branches of Florida government on legislative and appropriation issues that affect Hillsborough during the 2020 legislative session, including the veto process. In addition, Southern will provide ancillary services such as electronically forwarding to Hillsborough on a daily basis relevant newspaper articles, analyses, and important governmental announcements. Fifty percent (50%) of Southern's advocacy efforts will be dedicated to legislative lobbying, and fifty percent (50%) to executive lobbying. The entire team of Southern's lobbyists in Tallahassee will be available to advance Hillsborough's interests, however, in order to ensure that those needs are efficiently and fully addressed, David Browning will be the primary contact for this representation. Southern shall file all lobbyist registration and disclosure documents required by state and local law, as well as, pursuant to the rules of the Florida House of Representatives and Florida Senate.

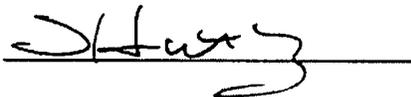
3. FEES. SBM will pay Southern a sum of \$10,000 per month, due upon receipt of payment to SBM from Hillsborough, for each activity report submitted by Southern to Hillsborough in accordance with the Scope of Work, to be invoiced monthly on February 1, March 1, April 1 & concluding with the May 1, 2020 invoice. The total compensation paid to Southern shall not exceed a total of \$40,000.

4. INCORPORATION BY REFERENCE. Except for the Term and Fees as stated herein, all other terms of the Agreements between SBM and Hillsborough are incorporated into this subcontract by reference in their entirety and you are bound and obligated to Hillsborough in the same manner for all obligations as SBM is bound to Hillsborough.

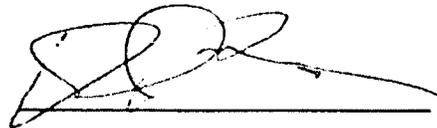
If you find these arrangements satisfactory, please sign this letter and return a copy to me. We look forward to a successful working relationship.

Sincerely,

Accepted by:



Jeff Hartley
SMITH, BRYAN & MYERS, INC.



David Browning
SOUTHERN STRATEGY GROUP
The Southern Group of Florida, Inc. 



Brandon Wagner
HILLSBOROUGH COUNTY