



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this 1st day of January 2020 by and between the Osceola Legislative Effort, (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 agree as follows:

1. The Client does hereby employ and retain the Consultant as its Consultant for and during the period commencing on the 1st day of January, 2020 and ending on the 31st day of December, 2020 for the provision of lobbying, monitoring and reporting services during all Florida State legislative sessions held during the term of this Agreement, and before any committees and agencies of the State of Florida during the term of the Agreement. The Consultant’s responsibilities will include but are not limited to legislative and regulatory monitoring, advocacy before the legislature, Cabinet and executive agencies of the state, and consulting services to advance OLE’s interests in Florida.
2. The Consultant accepts such employment and 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 Smith, Bryan & Myers, Inc.
3. The Client shall pay to the Consultant as compensation for the services to be performed as hereinbefore set forth the sum of \$49,000 for the period of one year. The Client will make one payment of \$49,000 within sixty days of execution of this contract.
4. It is understood that the Consultant may also provide consulting and lobbying services to 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. The Client and Consultant will mutually attempt to resolve any perceived or apparent conflicts of interest.

5. The Consultant will comply with all applicable federal, state and local laws, and regulations, including those applicable to lobbying. The Consultant will also be responsible for completing all Florida lobbying reports and forms.
6. The Consultant agrees to indemnify the Client and hold harmless the County, Kissimmee, St. Cloud and the School Board of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs arising out of or relating to the work of the Consultant.
7. 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.

OSCEOLA LEGISLATIVE EFFORT

SMITH, BRYAN & MYERS, INC.



By: John Newstreet
Executive Director



By: Jeff Hartley
Partner

Date: 2/4/2020

Date: 2/4/20