



## **Consultant Memorandum of Understanding Legislative Consulting**

This agreement dated July 15, 2018 is made by and between The Able Trust, whose registered address is 3320 Thomasville Road, Suite 200, Tallahassee, Florida 32308, referred to as "Foundation", and One Iron Consulting, LLC., whose address is 8869 Glen Abby Drive, Tallahassee, FL 32312, referred to as "Consultant".

**1. Consultation Services** - The Foundation hereby engages and retains Consultant to work with its Legislative Committee for representation before the Florida Legislature, all state and local government agencies, and to perform other services the Foundation shall direct in order that the Foundation may be properly represented.

Consultant will work with the Able Trust Legislative Committee and Legislative Consultants under the direction of Mike Cusick of Michael Cusick & Associates to coordinate efforts to achieve desired outcomes. Attend meetings as requested by the President/CEO.

**2. Terms Of Agreement** - This agreement is a ten (10) month contract, from July 15, 2018 to May 15, 2019. This is an independent contractor agreement, and does not in any way imply employment or any employment-related benefits of Consultant by Foundation.

**3. Payment To Consultant** - Consultant shall be paid \$10,000, in 10 equal installments of \$1,000 per month beginning August 1, 2018. Reasonable expenses will be reimbursed. If travel is by air, flights exceeding \$600 need pre-approval by the CEO. Monthly reimbursement for expenses will be paid upon submission of approved request.

Consultant shall provide own equipment and furniture.

**4. Copyrights** - The Consultant recognizes and agrees that all copyrights, trademark, donor information or other intellectual property rights to created works arising in any way from the engagement by Foundation are the sole and exclusive property of Foundation and agrees to not assert any such rights against Foundation or any third parties. Able Trust Donor information is the property of The Able Trust and may not be used by Consultant for the advantage of any other organization.

**5. Non-Competitive** - While engaged by Foundation, the Consultant will not be engaged in any related activity with any other organization that would create a conflict of interest in the performance of Consultant's duties for Foundation. It is understood, however, that Consultant may also provide consulting and lobbying services for other clients during the term of this contract.

**6. Indemnification** - Consultant shall defend, indemnify and hold Foundation harmless from and against any and all charges, claims, liabilities, damages, costs, expenses (including reasonable attorney's fees), judgments, penalties or losses of any kind or nature whatsoever which may be sustained or suffered by or secured against or imposed upon Foundation as a result of any action or proceeding brought by a third party against Consultant.

**7. Discontinuance of a Business as Termination of Contract** - Anything herein to the contrary

notwithstanding, in the event that Foundation shall discontinue operations, this agreement shall cease and terminate as of the last day of the month in which operations cease with the same force and effect as if such last day of the month were originally set forth as the termination date hereof.

8. Consultant's Commitments Binding On Foundation Only On Written Consent - Consultant shall not have the right to make any contracts or other commitments for or on behalf of Foundation without the written consent of the President/CEO.

9. Waiver Or Modification Ineffective Unless In Writing - No waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties.

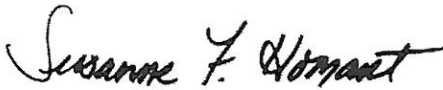
10. Contract Governed By Law - This agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida.

11. Continuation of Contract: This contract is renewable, upon agreement by Consultant and Foundation's President/CEO.

Contact information:

Foundation:	Consultant:
Susanne F. Homant	1 Iron Consulting, LLC
The Able Trust	8869 Glen Abby Drive
3320 Thomasville Rd., Suite 200	Tallahassee, FL 32312
Tallahassee, FL 32308	850-294-0700

In agreement of the above, Consultation and Foundation have signed below.



\_\_\_\_\_  
Susanne F. Homant, President & CEO of Foundation

Date: July 16, 2018



Date: 

\_\_\_\_\_  
Woodrow Simmons for Consultant