AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this day of July 2018, by and between The Able Trust (hereinafter called the "Client") and Paul M. Hawkes (hereinafter called the ("Consultant").

WITNESSETH

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

- The Client does engage and retain the Consultant as a Consultant for and during the period commencing on August 1, 2018 and ending on May 31, 2019 for representation before the Florida Legislature and before the Florida Executive Branch and state executive agencies to perform advocacy services as the Client shall direct.
- 2. The Consultant accepts such engagement and retainer and agrees to render and perform all advocacy services before the Legislature and executive branch and agencies of state government for the proper advancement of the Client's interest as Client instructs. Although Consultant is a member of the Florida Bar in good standing, Client is not retaining Consultant for the performance of legal services. Such services, if desirable to the parties at some future time, would be agreed to in a separate written agreement.
- 3. The Client shall pay to Consultant as compensation for agreeing to provide the services contemplated to be performed under this agreement the sum of \$30,000. The \$30,000 fee shall be payable at the rate of \$3,000 per month, due on the first of each month with the first payment to invoiced and due August 1, 2018. Invoices shall be emailed to michelle@abletrust.org with a copy to susanne@abletrust.org, and/or any other email addresses, as Client shall request.
- 4. In addition to the compensation set forth, the Client may reimburse the Consultant for all out-of-pocket and travel expenses. The Client must approve any expense greater than \$500 before the expense is incurred.
- 5. It is understood that the Consultant may also provide consulting services to other entities during the term of this agreement. The Consultant shall not undertake the representation of any entity that has an interest in conflict with the Client without Consultant providing notice to the Client.
- 6. 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 has required, and may again require, 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.

DONE AND AGREED, to by the parties as of the date above.

By: Dr. Susanne Homant

By: Paul M. Hawkes

"Consultant"

7-19-2018