LETTER OF AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

This Agreement, entered into as of June 7, 2019, between Michael Cusick & Associates, Inc. ("Consultant") and The Florida Endowment for Vocational Rehabilitation also known as The Able Trust ("Able Trust"), provides for the following:

1. **Engagement, Scope of Work:** The Able Trust hereby engages Consultant, in accordance with the terms and conditions set forth in this Agreement, to perform the following Services:
   a. Provide state advocacy services based on priority issues as directed by the Able Trust that further the mission of being a key leader in providing Floridians with disabilities opportunities for successful employment;
   b. Advise and help develop a short-term and long-term advocacy plan for working with state policy makers and other groups in the furtherance of the Able Trust Mission;
   c. Provide data analyst services as needed to support the advocacy issues;
   d. Advise the President and Board as needed on governmental affairs;
   e. Provide independent lobbying services;
   f. Serve as Lead Consultant with other Consultants that might be engaged by the Able Trust and as directed by the President.

Consultant will spend approximately 45% of his time on Legislative lobbying and 25% on Executive lobbying activities. The remaining 30% of his time will be spent in non-lobbying activities as described above. Consultant shall be solely responsible for completing the tasks described in this Section 1.

2. **Term:** The term of this Agreement will begin on July 1, 2019 and extend through June 30, 2020. Thereafter, the parties may agree in writing to extend the terms of this Agreement. The term may also end for cause as provided in Paragraph 8.

3. **Compensation:** As compensation for professional services rendered, Able Trust will pay the Consultant a monthly retainer of $4,166. This fee includes all fieldwork, report preparation and incidents such as telephone and postage, if necessary. Able Trust will reimburse Consultant for travel and reasonable out of pocket expenses incurred in connection with performance of the Services, provided such expenses are approved in advance by the President and Consultant provides appropriate written documentation of such expenses.

4. **Assignment:** The Consultant will not assign any of its rights or delegate any of its duties or obligations under this Letter Agreement.

5. **Independent Contractors:** It is expressly agreed that Consultant is acting as an independent contractor in performing the Services hereunder. The Consultant is an independent contractor solely for the purpose of and during the times Consultant is performing the Services. Consultant is not an employee of Able Trust for any purpose whatsoever. Neither this Agreement nor the Services shall entitle Consultant to participate in any employee benefit plan or arrangement of Able Trust.

Consultant acknowledges that, as an independent contractor, Consultant is responsible for the payment of all applicable federal, state and local income taxes, including, but not limited to, FICA and FUTA taxes, incurred as the result of compensation paid "or Consultant's Services under this Agreement. Consultant is also responsible for all premiums or payments for Worker's Compensation coverage, unemployment
benefits or any other payments required by law to be made in connection with the compensation Consultant receives under this Agreement.

7. **Confidential Information:** To the extent the Services will involve business records of Able Trust, Consultant understands and agrees that all such records and information and any documents and information prepared by Consultant during this engagement shall be owned by Able Trust and kept and maintained by Consultant on a confidential basis. Consultant will not disclose or appropriate for Consultant’s own use, or to the use of any third party, at any time during or after the term of this Letter of Agreement, any such information or documents, or any other secret or confidential information of Able Trust, or any of Able Trust's subsidiaries and/or affiliates, vendors and/or clients of which Consultant becomes aware, whether or not developed by Consultant, including but not limited to, all information disclosed to Consultant by Able Trust which relates to Able Trust’s past, present, and future research, development, and business activities, and the work product or results of Consultant’s Services hereunder, except such information previously known to Consultant or publically disclosed (other than through Consultant’s fault) either prior or subsequent to Able Trust’s disclosure of such information to Consultant. Since Consultant’s violation of the provisions of this paragraph could cause irreparable injury to Able Trust and there is no adequate remedy at law for such violation, Able Trust shall have the right, in addition to any other remedies available to it at law, to enjoin Consultant from violating such provisions. At the conclusion of Consultant’s engagement, Consultant will return all papers, memos, notes, files and any other information related to this engagement, and no such information may be maintained on any computer or other device or equipment.

8. **Termination for Cause:** Either party may terminate the term of this Agreement immediately, based upon a breach or default of any of the terms or provisions contained in this Letter Agreement by the other party.

9. **Indemnification:** Each party shall indemnify and hold the other harmless for any liabilities, claims, damages, costs and expenses, including reasonable attorney’s fees, caused or determined to have been caused by the negligent or fraudulent acts or omissions of the other party or as a result of a breach of this Agreement. The Consultant will be responsible for securing any appropriate insurance coverage.

10. **Notice:** Any notice required to be provided to a party to this Agreement shall be in writing and shall be given by hand delivery with written receipt or by certified or registered mail, postage pre-paid, return receipt requested. Any notice shall be deemed given on the earlier of the date of actual receipt or one business day after mailing.

11. ** Entire Agreement; Amendment:** This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, discussions, and negotiations, all of which are merged in this Agreement. This Agreement may not be changed orally, but only by an amendment in writing signed by both Consultant and Able Trust.

12. **Binding Effect; Counterparts:** This Agreement becomes effective when executed by both parties. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all which together shall constitute one and the same instrument.
13. **Governing Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of Florida.

14. **Experience Requirement:** This contract requires a consultant who has at least five years' experience providing legislative services on behalf of the disability community. By signature, parties have affirmed that the experience requirement has been met.

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**Michael Cusick & Associates**

By: 

Michael Cusick

Title: President/CEO

Date: June __/__, 2019

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**The Able Trust**

By: 

Dr. Susanne F. Homant, MBA

Title: President/CEO

Date: June __/__, 2019