

AGREEMENT

THIS AGREEMENT is made by and between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY", and DELEGAL AUBUCHON CONSULTING, LLC, 201 East Park Avenue, Suite 200B, Tallahassee, Florida 32301, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the COUNTY has the need for professional lobbying services in the field of government and public affairs including legislative procedure and regulatory processes, public policy, appropriations, and grant programs on an as-needed basis and has chosen the CONTRACTOR for the required services when in the COUNTY's best interests; and

WHEREAS, the services sought are exempt from the formal solicitation process (EX-23-14083-TP has been assigned by the COUNTY for internal tracking purposes).

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1. **TERM.**

The term of this Agreement shall begin on October 1, 2023 and continue through September 30, 2024, and may be extended when in the best interest of the County.

SECTION 2. **SCOPE OF SERVICES.**

The CONSULTANT will furnish all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein.

SECTION 3. **OBLIGATIONS OF THE CONSULTANT.**

Obligations of the CONSULTANT shall include, but not be limited to, the following:

- A. The CONSULTANT will be required by law to register prior to undertaking any lobbying effort on the COUNTY's behalf with legislative or executive members, staff or employees. There are penalties for failing to do so and for failing or refusing to file timely reports of expenditures. The firm will be responsible for registering and reporting the required activities of our member(s) who will be engaged in this matter, likewise the CONSULTANT shall be responsible to prepare, sign, and timely file all registrations and reports that the CONSULTANT is required

to file with the state, and shall immediately furnish copies of such registration and reports to the COUNTY for any execution required for that compliance by the firm.

- B. The CONSULTANT will ensure that all of its employees, agents, sub-CONSULTANTS, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the COUNTY in accordance herewith.
- C. The CONSULTANT will furnish a written report to the COUNTY's Director of Governmental Affairs on a regular basis.
- D. The CONSULTANT shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- E. The CONSULTANT will maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONSULTANT may subcontract the services requested by the COUNTY; however, the CONSULTANT is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

- A. The CONSULTANT has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONSULTANT agrees that the CONSULTANT will exercise that degree of care, knowledge, skill, and ability as any other similarly situated CONSULTANT possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONSULTANT shall perform the services requested in an efficient manner, consistent with the COUNTY's stated scope of services and industry standards.
- B. The CONSULTANT covenants and agrees that it and its employees, agents, sub-CONSULTANTS, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

- A. The amount to be paid under this Agreement for services rendered will not exceed Ninety-Eight Thousand Five Hundred and 00/100 Dollars (\$98,500.00) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.

- B. Compensation for services completed by the CONSULTANT will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONSULTANT for any project which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONSULTANT, the COUNTY will hold any amounts due until such time as the CONSULTANT has appropriately addressed the problem. Under no circumstances shall the Scope of Services include any specific legislative, public affairs, or public policy outcome.
- D. The CONSULTANT will be reimbursed for actual costs incurred, in accordance with the pricing schedule set forth in **Exhibit "B"**, which is attached hereto and made a binding part hereof. All travel expenses will be billed in accordance with Section 112.061, Florida Statutes.

SECTION 6. DISCLOSURE OF CONFLICT.

In the event of any of the COUNTY's legislative issues/priorities conflict with issues the CONSULTANT is working on for other clients, the CONSULTANT shall immediately disclose that conflict or potential conflict to the COUNTY.

SECTION 7. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONSULTANT, the COUNTY shall compensate the CONSULTANT for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONSULTANT, or at the written request of the CONSULTANT, the COUNTY shall compensate the CONSULTANT for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination because of termination due to the fault of the CONSULTANT. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONSULTANT.

SECTION 9.

INSURANCE.

- A. The CONSULTANT shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the COUNTY, in the form of a certificate prior to the start of any work, nor shall the CONSULTANT allow any sub-CONSULTANT to commence work on its subcontract until all similar insurance required of the sub-CONSULTANT has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The CONSULTANT shall maintain the following types of insurance, with the respective minimum limits:
1. AUTOMOBILE LIABILITY: Combined Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto;
 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00) (applicable to general liability, not automobile liability); and
 4. WORKERS' COMPENSATION: Workers' Compensation which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONSULTANT understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-CONSULTANTS, volunteers, and the like, including the costs to defend the COUNTY in the event of litigation against same.
- C. The CONSULTANT shall name the "Osceola County Board of County Commissioners" as additional insured, to the extent of the services to be provided hereunder, on CONSULTANT's general liability and auto liability policies, and provide the COUNTY with proof of same. The COUNTY acknowledges and accepts that none of the CONSULTANT's other insurance policies offer additional insureds on the policies.
- D. The CONSULTANT shall provide the COUNTY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONSULTANT,
 2. The specified job by name and job number,
 3. The name of the insurer,

4. The number of the policy,
5. The effective date,
6. The expiration date,
7. A statement that the insurer will mail notice to the COUNTY at least thirty 30 days (except ten 10 days for nonpayment of premium) prior to cancellation of the policy.
8. The Certificate Holders Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

Osceola County Board of County Commissioners
 c/o Director of Human Resources
 1 Courthouse Square, Suite 4200
 Kissimmee, Florida 34741

- E. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONSULTANT's obligation to fulfill the insurance requirements specified herein.
- F. The CONSULTANT shall ensure that any sub-CONSULTANT(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONSULTANT shall maintain proof of same on file and made readily available upon request by the COUNTY.
- G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONSULTANT and/or sub-CONSULTANT providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Osceola County. The general liability and auto liability policies shall be Primary/Non-Contributory.

SECTION 10. COUNTY OBLIGATIONS.

At the CONSULTANT's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONSULTANT in providing and performing the required services.

SECTION 11. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior

agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

SECTION 12. **APPLICABLE LAW, VENUE, JURY TRIAL.**

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 13. **PUBLIC RECORDS.**

A. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:

Public Information Office
1 Courthouse Square, Suite 2401
Kissimmee, Florida 34741
407-742-0100
BCCPIO@osceola.org

B. The CONSULTANT understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONSULTANT will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONSULTANT, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the COUNTY to perform the service.
2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following

completion of the contract if the CONSULTANT does not transfer the records to the COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the county.
5. If the CONSULTANT does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

SECTION 14. INDEPENDENT CONSULTANT.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONSULTANT, its employees, sub-CONSULTANTS, representatives, volunteers, and the like, will be an independent CONSULTANT and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONSULTANT will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT'S activities and responsibilities hereunder.

SECTION 15. APPLICABLE LICENSING.

The CONSULTANT, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 16. **COMPLIANCE WITH ALL LAWS.**

The CONSULTANT, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 17. **INDEMNIFICATION.**

The CONSULTANT agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, caused by the negligent acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-CONSULTANTS, representatives, volunteers, or the like. The CONSULTANT agrees to indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services (but excluding attorneys' fees), arising from any and all negligent acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-CONSULTANTS, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder, provided that this agreement to indemnify, defend, and hold harmless shall be void and of no force and effect if it invalidates the CONSULTANT's insurance or otherwise deprives the CONSULTANT of any benefits under said insurance.

SECTION 18. **SOVEREIGN IMMUNITY.**

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 19. **BANKRUPTCY OR INSOLVENCY.**

If the CONSULTANT shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONSULTANT shall be appointed in any proceeding brought by or against the CONSULTANT, or if the CONSULTANT shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or

against the CONSULTANT's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding the notice requirements of Section 7 hereof.

SECTION 20. **BINDING EFFECT.**

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. **ASSIGNMENT.**

This Agreement shall only be assignable by the CONSULTANT upon the express written consent of the COUNTY.

SECTION 22. **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 23. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 24. **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONSULTANT. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONSULTANT shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY:	Osceola County Attention: Procurement Services 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741
CONSULTANT:	DELEGAL AUBUCHON CONSULTING, LLC

201 East Park Avenue, Suite 200B
Tallahassee, Florida 32301

SECTION 25. **MODIFICATION.**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. **HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. **ADMINISTRATIVE PROVISIONS.**

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. **CONFLICT OF INTEREST.**

The CONSULTANT warrants that the CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 7 hereof.

SECTION 29. **PUBLIC ENTITY CRIMES.**

As required by section 287.133, Florida Statutes, the CONSULTANT warrants that it is not on the convicted CONSULTANT list for a public entity crime committed within the past thirty-six (36) months. The CONSULTANT further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-CONSULTANT, or consultant in connection with this Agreement

for a period of thirty-six (36) months from the date of being placed on the convicted CONSULTANT list.

SECTION 30. **JOINT AUTHORSHIP.**

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 31. **EQUAL OPPORTUNITY EMPLOYER.**

The CONSULTANT is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONSULTANT will further ensure that all subconsultants it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. **AUDITING, RECORDS, AND INSPECTION.**

In the performance of this Agreement, the CONSULTANT shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY, and shall be retained by the CONSULTANT for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books related to the performance of this Agreement during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONSULTANT has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 33. **PROJECT MANAGERS.**

The COUNTY and the CONSULTANT have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONSULTANT to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the COUNTY. If the COUNTY or CONSULTANT replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The COUNTY will notify the

CONSULTANT, in writing, if the current COUNTY Project Manager is replaced by another individual.

A. The COUNTY Project Manager's contact information is as follows:

Mike Nichola, Government Affairs Director
Osceola County Administration
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741
Phone: 407-742-2393
Email: mike.nicola@osceola.org

B. The CONSULTANT Project Manager's contact information is as follows:

Mark K. Delegal
DELEGAL AUBUCHON CONSULTING, LLC
201 East Park Avenue, Suite 200B
Tallahassee, Florida 32301
Phone: 850-583-2400
Email: mark@dacfl.com

SECTION 34. PUBLIC EMERGENCIES.

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the COUNTY. The CONSULTANT agrees to rent/sell/lease all goods and services to the COUNTY or governmental entities on a "first priority" basis. The COUNTY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONSULTANT provide the COUNTY with products and/or services not under this Agreement, the COUNTY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the later of the dates that each party signed this Agreement.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: *Bob Cunniff*
County Manager/Designee

Date: 9/12/2023

DELEGAL AUBUCHON CONSULTING, LLC

By: *Mark K Delegal*
Print: Mark K. Delegal
Title: Partner

STATE OF FLORIDA
COUNTY OF *Leon*

The foregoing instrument was executed before me by means of physical presence or, online notarization, this 11th day of September, 2023, by Mark K Delegal as Partner of DELEGAL AUBUCHON CONSULTING, LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Kay R Akridge
NOTARY PUBLIC, State of Florida



DELEGAL | AUBUCHON

201 East Park Avenue, Suite 200B | Tallahassee, FL 32301 | T 850.583.2400
Delegal | Aubuchon Consulting LLC | www.dacfl.com

August 23, 2023

Via E-Mail Delivery

Mr. Don Fisher
Osceola County Manager
1 Courthouse Square
Kissimmee, FL 34741
Don.Fisher@osceola.org

Re: Engagement letter for October 1, 2023 through September 30, 2024

Dear Mr. Fisher:

This will confirm that Delegal Aubuchon Consulting LLC ("DAC") has been retained as a lobbyist for Osceola County on Florida legislative and executive matters, effective October 1, 2023 through September 30, 2024. The purpose of this letter is to outline our engagement as governmental relations consultants.

DAC will assist Osceola County by reporting legislative developments and lobbying legislation, at your direction, that may be of interest to Osceola County during the legislative session and any special sessions that we have reason to attend. We will consult with you and other Osceola County officials to assist in arriving at appropriate positions and strategies, meet with legislators and other interest groups and influential parties, and perform other activities customarily and ethically performed by lobbyists to encourage the passage of desirable legislation and the defeat of legislation that is adverse. DAC will also assist the County, as directed, before executive agencies of Florida state government. While DAC may consult with others in the performance of this agreement, the responsibility of organization and leadership of the lobbying team will fall upon Mark Delegal. We will monitor and report to you on a weekly basis during the regular legislative session. Similar reports will be rendered during any special session.

The compensation for services to be performed under this agreement will be \$96,000.00, payable in monthly installments of \$8,000.00. We will remit a statement on October 1, 2023 for \$8,000.00, and on the first day of each month thereafter through September, 2024. The "out of pocket" expenses directly related to your specific representation, such as travel, meals, or other external expenses, will be billed to you in addition to the amount of the fees. The aggregate amount of costs that we will bill Osceola County in addition to our compensation will not exceed \$2,500.00 for the term of this agreement without your prior approval.

EXHIBIT "A"

August 23, 2023

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Chapter 2005-359, Laws of Florida, requires all lobbyists to identify their lobbying clients' "main business" at the time the lobbyists register. The law requires lobbying firms, including individual contract lobbyists, to make quarterly reports on the amount of compensation paid to the lobbyist or lobbying firm for lobbying activities by each lobbying client. The statute defines lobbying as "influencing or attempting to influence legislative action or nonaction through oral or written communication or an attempt to obtain the goodwill of a member or employee of the Legislature."

Chapter 2005-359, Laws of Florida, also provides the random audits of a specified percentage of lobbying firms shall be made to determine compliance with the legislation. A lobbying firm may also be audited as a result of a failure to file required reports or based on a complaint. The law also required lobbyists and lobbying firms to keep specific records that would substantiate the compensation paid for lobbying activities for four years and to allow auditor access to these records at the request of the auditor. The statute provides for legislative subpoena to obtain the records.

The law imposes similar registration and reporting requirements on those who lobby the executive branch of state government and defines lobbying before the executive branch as "seeking, on behalf of another person, to influence an agency with respect to a decision of the agency in the area of policy or procurement or an attempt to obtain the goodwill of an agency official or employee." The term "agency" includes the Governor, the Cabinet, and any department, division, bureau, board, commission or authority of the executive branch. Agency officials and employees are specifically defined as those persons required by law to file a full or limited public disclosure of their financial interests.

The statute is intended to be applicable to all lobbyists. You should be advised that DAC's records may be subject to audit, however, DAC will not disclose information relating to any representation that is not required by the statute.

Further, consistent with the enactment of Chapter 2005-359, Laws of Florida, and Sections 11.045 and 112.3215 and related provisions, the compensation for services under agreement are allocated into the following two categories: (1) lobbying the Legislature and (2) lobbying the Executive Branch. More specifically:

1. **Lobbying before the Legislature:** Osceola County and DAC agree that the portion of time and services under the agreement that is to be devoted to influencing or attempting to influence legislative action or non-action through oral or written communication or attempting to obtain the goodwill of members of the Legislature and employees of the Legislature shall equal seventy-five percent (75%) of the total time and services to be provided under this agreement.
2. **Lobbying before the Executive Branch:** Osceola County and DAC agree that the portion of time and services under the agreement that is to be devoted to influencing or attempting to influence an agency with respect to a decision of the agency in the area of policy through oral or written communication or attempting to obtain the goodwill of an agency official

EXHIBIT "A"

August 23, 2023
Page 3

or employee shall equal twenty-five percent (25%) of the total time and services to be provided under this agreement.


Compensation and fees received for lobbying both the executive branch and the legislative branch must be reported on a quarterly basis by the lobbyists regardless of whether or not the lobbyist is an attorney. For reporting purposes, the fees are expressed in a range of fees in \$10,000.00 increments. These reports are subject to audit for accuracy. As expressed in the paragraph above, the fees received will be reported to the legislature as lobbying compensation in the amounts delineated for the executive and legislative branches. Your signature on this letter will serve as consent and authorization for disclosure of this compensation amount.

In addition to the compensation reporting, the Florida House of Representatives, by House Rule 17.1(h), is requiring all lobbyists to file a House appearance record with the House Public Integrity & Ethics Committee identifying the specific matter(s) and each principal represented when the lobbyist is lobbying the House. The House has established a website that lobbyists must use for compliance with this House Rule. Your signature on this letter authorizes Delegal Aubuchon Consulting LLP to comply with this House Rule by identifying the specific matter(s) we are lobbying the House on your behalf.

We appreciate the opportunity to represent and work with Osceola County. I look forward to working with you in the coming years. If the terms described above are satisfactory, please so indicate by signing and returning the enclosed copy of this letter.

If you have any questions, please do not hesitate to contact me.

Cordially,



Joshua D. Aubuchon

Approved this _____ day of _____, 2023.

CLIENT NAME: OSCEOLA COUNTY

By: _____
Don Fisher

Exhibit "B"
Pricing Schedule

The CONSULTANT shall submit a monthly invoice at the first of each month, beginning on October 1, 2023:

Item	Description	UNIT	UNIT PRICE	QUANTITY	EXTENDED COST
1.	Retainer Fee	Monthly (October 1, 2023 to September 30, 2024)	\$8,000	12 months	\$96,000
2.	Reimbursable Expenses for actual costs incurred	October 1, 2023 to September 30, 2024	Not to exceed during the agreement period		\$2,500
Total					\$98,500

Reimbursable Expenses for actual costs incurred will not exceed \$2,500 for the term of the Agreement without prior written approval.

- A) The COUNTY shall reimburse the CONSULTANT for reasonable expenses incurred in connection with the services described herein at actual cost. Expenses that are to be reimbursed include: photocopying, courier services and postage.