

FAUSTO GOMEZ Asociado

#30,000

## AGREEMENT FOR PROFESSIONAL SERVICES

Agreement is made this 20<sup>th</sup> day of October 2006 between the Alliance for Aging, Inc. (hereinafter referred to as the "Alliance") and Gomez Barker Associates, Inc., (hereinafter referred to as "Gomez Barker").

WHEREAS, the Alliance desires that Gomez Barker make available its services as specified in this document, in support of it's public affairs and government relations efforts; and

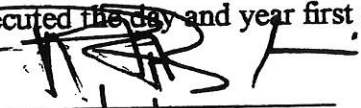
WHEREAS, Gomez Barker has special professional qualifications in said services and is willing and able to provide same under the terms and conditions set forth in this document;


NOW, THEREFORE, the parties do mutually agree as follows:

1. The period of this agreement shall be from October 20, 2006 until October 31, 2007, inclusive. This Agreement will renew automatically for additional year(s) on the anniversary date(s) unless terminated by either party with thirty (30) day written notice prior to the expiration date.
2. For the performance of the services described in the attached Schedule A (Scope of Work), the Alliance shall pay Gomez Barker the compensation provided for in the attached Schedule B (Compensation).
3. Gomez Barker agrees to perform its services with that standard of care, skill, and diligence normally provided by a professional organization in the performance of similar services. It is understood that Gomez Barker must perform the services based, in part, on information provided by the Alliance and Gomez Barker shall be entitled to rely on such information. Gomez Barker agrees that any such information provided to it shall only be used for the performance of this engagement and shall not be divulged to a third-party.
4. It is understood and agreed that Gomez Barker is acting as an independent contractor and not as an employee of the Alliance.
5. Gomez Barker agrees that all acts to be performed by it in connection with this Agreement will be performed in strict conformity with all applicable laws and regulations of federal, state, and local jurisdictions.
6. The Alliance may terminate this Agreement for cause. A termination for cause may occur due to: 1) Gomez Barker's willful misconduct or gross negligence; or 2) Gomez Barker's conscious disregard of its obligations hereunder or of any other duties reasonably assigned by the Alliance.

7. A waiver by either party of any of the terms and conditions, provisions, or covenants of this Agreement in any instance shall not be deemed or construed to be a waiver of any such term, condition, provision, or covenant for the future, or of any subsequent breach of same.
8. This Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings, written or oral, prior to the signing of this document.
9. The laws of the State of Florida govern all questions with respect to this Agreement, and the rights and liabilities of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly  
~~executed the day and year first above written~~

  
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11/2/06  
FAUSTO B GÓMEZ

  
\_\_\_\_\_  
10/31/06  
KARLENE PEYTON

## SCHEDULE A

This sets forth the objectives to be reached by this effort and the planned work content in accordance with the term and provisions of this Agreement. Gomez Barker believes that effective lobbying is based on a series of interrelated elements and these constitute its approach. In order to secure the state policy objectives of the Alliance Gomez Barker will undertake the tasks outlined below:

1. **Intelligence and Communication** – Fundamental to the ability to impact state policy is a basic comprehension of the law and administrative rules and the ability to learn of the existence and content of proposals to modify them. By knowing how government works, and having access to information and the competency to evaluate it, Gomez Barker is able to identify opportunities or anticipate problems and thus gauge their impact on the interests of the Alliance.

The staff of Gomez Barker regularly reviews interim legislative reports and meet with legislators, legislative staff, and agency personnel in order to determine what issues are on the agenda, which are being informally discussed, and which have the potential to become state policy. This is in order to develop an appreciation of the opportunities for securing favorable changes to law or resources and is crucial for helping understand the policy and budgetary context in which decisions are likely. Information is a key element in formulating a successful legislative strategy. Prior to the beginning of the legislative calendar, Gomez Barker would “trail balloon” the Alliance’s legislative plan in order to learn how decision-makers would view and receive it and what modifications, if any, may need to be made.

2. **Preparation** – The legislative requirements of the Alliance should be reflective of its public policy goals and the information obtained by Gomez Barker through the process described above. In order for it to be viable, the program must have concise and defined goals and every item must be specific, measurable, achievable, and reasonable. Gomez Barker will prepare a legislative program, including substantive changes to law and budget requests, help draft legislation and presentation materials, and develop a legislative strategy and a focused political message.
3. **Presentation** - Gomez Barker will present the legislative program of the Alliance to the appropriate committees in both the House and Senate as well as meet individually with key legislators. The firm will testify and articulate the Alliance’s interests during the drafting and deliberation process and monitor

legislative sessions and committee meetings. Monitoring occurs through day-to-day participation in legislative sessions, pertinent committee meetings, and discussions with individual legislators and staff, and through a subscription to a legislative data service that provides the most comprehensive monitoring capability currently available.

4. **Involvement and Coordination** – Alliance officials will be encouraged to communicate with policy-makers and to visit Tallahassee during the legislative session. These communications and meetings will be planned and coordinated by Gomez Barker who will schedule meetings, review materials and correspondence, and brief the participants prior to any meetings.
5. **Collateral Support** - Gomez Barker will identify other organizations that share common legislative goals and, as appropriate, coordinate lobbying strategy with them. This is intended to broaden the reach and legislative base of support for the Alliance. In addition, prior to and during the legislative session, Gomez Barker will meet with and/or arrange meetings with other entities in order to review their legislative goals and provide support or, when necessary, work to stop any legislation or initiative that may have a negative impact on the Alliance's interests.
6. **Lobbying and Monitoring** - Gomez Barker will provide year-round, full-time, lobbying and representation at both the legislative and executive agency level. It maintains fully staffed offices in Miami and Tallahassee from which lobbying, review of agency action, monitoring, and follow-up occurs.
7. **Reporting** – Focused and accurate communication with the Alliance about the status of legislation, budget requests, or any other important issue will be through written progress reports, meetings, and/or telephone contact.
8. **Public Affairs** – Gomez Barker will promote the Alliance's agenda to legislators, legislative staff, and executive officials. This is so that they can have a full understanding of its capabilities and therefore facilitate legislative requests. It will also serve as the official spokesperson to the media and external stakeholders with regard to the issues relating to the President and Chief Executive Officer, prepare press releases, draft letters, and hold individual meetings with key legislators and community representatives to determine reaction and, as necessary, develop and implement a strategy for successfully addressing any concerns.

**SCHEDULE B**

This sets forth the compensation payable by Alliance to Gomez Barker in accordance with the terms set forth in the Agreement.

1. Total professional compensation is ~~\$35,000~~<sup>\$30,000 KP</sup> per annum. This shall be paid on the basis of a ~~\$5,000~~<sup>KP</sup> retainer due immediately upon signature of this Agreement and monthly payments of \$2,500 per month, the first payment due on November 1<sup>st</sup> of 2006 and continuing on the 1<sup>st</sup> day of each month until October 2007, inclusive.

2. The Alliance agrees to reimburse Gomez Barker for any reasonable and appropriate expense, extraordinary in nature and incurred only with prior approval. Gomez Barker will provide any and all documentation in connection with any reimbursable expenses incurred, not to exceed \$ 1,000.00 during the course of any annual period.