

## CLIENT CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT is entered into as of May 21, 2013 by and between the Office of the Orange County Tax Collector (the "Client"), a Florida corporation with its principal place of business at 200 South Orange Avenue, Suite 1600, Orlando, FL 32801 and Central Florida Strategies, Inc. (the "Consultant"), a Florida corporation with its principal place of business at 121 S. Orange Avenue, Suite 1500, Orlando, FL 32801.

In consideration of the mutual promises and covenants set forth below (the mutuality, adequacy and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

### ARTICLE I – AGREEMENT AND DUTIES

**Consulting:** During the term of this Agreement, on the terms and conditions hereafter set forth, Client retains Consultant to provide certain defined services and Consultant agrees to provide such services.

**Scope of Duties.** The Consultant shall assist the Client in furthering the Client's interests with state and local governments and any other entities agreed upon between the Client and the Consultant.

The Consultant, in order to provide the full range of services contemplated by the "Scope of Duties", shall provide the following services:

1. Assist in educating governmental entities on the Client's performance of state duties.
2. Educate governmental entities on how current and future ballot measures may affect the Client.
3. Assess whether there are efficiencies gained by changing the tax collector's office while being mindful of the necessity that appropriate checks and balances have to be maintained, and educate local governments on the impact on the state duties and services assigned by law to the Client.
4. Assess the challenges the Client may have in obtaining their desired outcome on certain policy agendas of local and state governments.
5. Educate local government on how services to taxpayers may be affected by policy changes, including additional costs to the taxpayer.
6. Assist in educating governmental entities on legal issues that may arise from their decisions that affect the Client.
7. Assist Client in achieving desired outcome on local and state policy initiatives.

### ARTICLE II – COMPENSATION AND PAYMENT TERMS

**Retainer.** In consideration for the services to be provided hereunder, the Client shall pay Consultant Five Thousand Five Dollars (\$ 5000.00) per month. Client agrees to pay Consultant in advance of the first two months' service, with payment to be included when the signed Agreement is returned. Thereafter, Consultant shall invoice Client on a monthly basis, sending an invoice each 30 days.

**Payment terms.** All monthly retainers are due to the Consultant, as specified above within 15 days from the date of the invoice that Consultant sends to Company for such amounts.

### ARTICLE III – TERM

**Term.** The term of this Agreement shall be for a period of Six (6) Months, beginning on the date hereof (the "Term"). Both parties agree to extend the term, if necessary.

June 10, 2013 to December 10, 2013.

### ARTICLE IV – MISCELLANEOUS

**Status.** The Consultant shall be deemed an independent contractor for purposes of this Agreement and in connection therewith. Neither party shall have the authority to bind the other nor shall represent to third parties that it does have such authority.

**Compliance with Law.** Both parties shall comply with all federal, state and local laws, regulation, rules, ordinances and orders of any kind, which are applicable to performance hereunder.

**Conflicts.** Neither party shall intentionally take any action against the best interest of the other party or of any subsidiary or affiliate of the other party.

**Severability.** The provisions of this Agreement shall be deemed severable and the invalidity or enforceability of any provisions shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

**Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Force Majeure.** If the performance of this Agreement or any obligation hereunder, except the making of payments hereunder, is prevented, restricted or interfered with by reason of fire, flood, earthquake, explosion or other casualty or accident; strikes or labor disputes, inability to procure parts, supplies or power; war or other violence; any law, order, proclamation, regulation,

ordinance, demand or requirement of any government agency; or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected shall, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the party so affected shall take all reasonable steps to avoid or remove such causes of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

**Notices.** Any notice or communication from one party to the other shall be in writing and shall be effective, when personally delivered to the party for whom intended or the day following deposit when sent by overnight courier or three (3) days following deposit of the same into the United States mail (certified mail, postage prepaid and return receipt requested) addressed, to such other party at the address specified above or such other address as either party may from time to time designate in writing to the other party. All notices and other correspondence directed to Consultant shall be addressed to:

Central Florida Strategies, Inc.  
121 S. Orange Avenue, Suite 1500  
Orlando, FL 32801  
adlp@cflstrategies.com

All notices and other correspondence directed to Client shall be addressed to:

Scott Randolph  
Orange County Tax Collector  
200 South Orange Avenue  
Suite 1600  
Orlando, FL 32801

**Survivability.** The provisions of Article IV – Confidential Information; Article V – Miscellaneous, paragraph 9 - Miscellaneous hereof shall survive the expiration or termination of this Agreement, except as expressly stated therein.

**Miscellaneous.** This Agreement shall be enforced and interpreted in accordance with the laws of the State of Florida. Any action or proceeding brought by either party against the other arising out of or related to the Agreement shall be brought only in a state or federal court of competent jurisdiction located in the state of Florida and the parties hereby consent to the personal jurisdiction of said courts. This Agreement constitutes the entire agreement between Consultant and Client with respect to the subject matter herein and shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. Neither this Agreement nor any amendment to this Agreement shall be valid unless in writing signed and duly authorized by an executive officer of Client and by Consultant.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and date first written above.

Client:

Office of Orange County Tax Collector

By: 

Scott Randolph, Orange County Tax Collector

CONSULTANT:

Central Florida Strategies, Inc.

By: 

Angel de la Portilla, President & CEO

**Edit Vendor (512) - CENTRAL FLORIDA STRATEGIES, INC.**

Main    Send to Address    Recurring Invoices    Vendor SIC Codes    Invoice History    Payment History    PO Inquiry    Notes

**Payment for Vendor 512 - CENTRAL FLORIDA STRATEGIES, INC.**

Through Payment Date: 01/31/2014    Payment Status: A - All    Go

Main    Maintenance    Filters    Sorts

Batch No	Payment No	Type	Payment Date	Payment Amount	Payment Status	Description
53648	304685	Check	01.21.2014	5,000.00	Cleared	LOBBYING & GOV'T CONSULTING
53251	302283	Check	12.12.2013	5,000.00	Cleared	Lobbyin & Gvrnmt Consultong
52915	298798	Check	11.11.2013	5,000.00	Cleared	Lobbying & Government Cnsltng
52573	297231	Check	10.10.2013	5,000.00	Cleared	Lobbying/Government Consulting
52119	296422	Check	09.05.2013	5,000.00	Cleared	Government affairs Sept/13
51826	295605	Check	08.07.2013	5,000.00	Cleared	Lobbying & Gvrnmt Consulting
51223	294153	Check	06.11.2013	10,000.00	Cleared	Efficiency Task Force

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