

AGREEMENT

THIS AGREEMENT made and entered into this ___ day of October, 2022, by and between the Orange County Sheriff's Office, an independent constitutional officer of the State of Florida, hereinafter referred to as the "Sheriff," and Gray Robinson, P.A., hereinafter referred to as the "Consultant," the business address of which is 301 East Pine Street, Suite 1400, Orlando, Florida 32801.

WHEREAS, the Sheriff requires the services of legislative counsel and support staff to track and advise the Sheriff of legislative and administrative action occurring in the Florida Legislature and the Executive Branch which greatly impacts the Sheriff; and

WHEREAS, the Consultant is in the business of providing such services and has agreed to provide such services to the Sheriff upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises, agreements and undertakings herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I: PERIOD OF AGREEMENT

This Agreement shall take effect as of October 15, 2022, and shall terminate on September 30, 2023, unless extended by prior written agreement of the parties hereto.

ARTICLE II: SCOPE OF SERVICES

- A. During the term of this Agreement, the Consultant shall represent the Sheriff with respect to issues relating to governmental and criminal justice issues which may come before the Florida Legislature and/or the Governor's Office and shall provide professional consultation services.
- B. The lead Consultant for this agreement shall be Christopher L. Carmody who shall be principally responsible to handle this matter assisted by Robert Stuart, Jr., Christopher Dawson, Katie Flury and other members of the firm.
- C. The Sheriff's representative/liaison, during the performance of this Contract shall be Captain Matt Butler, telephone number 407-254-7443.
- D. Such representation by Consultant shall include, but not be limited to, the following:
 1. Advise and counsel the Sheriff to jointly develop strategies with respect to governmental and criminal justice issues before the Florida Legislature or Governor.
 2. Monitor proposed legislation, rules, regulations or ordinances proposed or pending before the Florida Legislature or other State agencies, boards or departments, or the Orange County Commission and will advise the Sheriff if any proposals are likely to affect or impact the Sheriff's Office or the criminal justice system.

3. Make presentations to the Florida Legislature, State agencies, boards or departments, or the Orange County Commission to further the interests of the Sheriff or to support legislative proposals supported by the Sheriff.
4. Monitor proposed legislation, rules or regulations specifically identified by the Sheriff as matters of interest and shall keep the Sheriff or his designee apprised of their status.
5. Work with the Sheriff's staff to secure sponsors for proposed bills or amendments to state law. Advocate positions before the Florida Legislature, its committees, and state agencies that are beneficial to the Orange County Sheriff's Office as well as oppose harmful measures.
6. Attend meetings (including, but not limited to, legislative committee meetings, Executive Branch meetings and sessions) where legislative issues of importance to the Sheriff are being discussed.
7. Provide the Sheriff with a weekly update on issues of importance to the Sheriff during committee weeks and legislative session including written status reports as to the Consultant's progress on legislative matters; calendars of hearings and meetings attended by the Consultant and a synopsis of their content and scope and a detailed after-session report with a description of all outcomes and results. The Consultant will specifically include information on any matters identified in sub-paragraph three above.
8. Monitor legislation and forward pertinent information to the Sheriff for distribution to appropriate staff.
9. Monitor legislative activities and contact legislators, commissioners and other appropriate individuals on behalf of the Sheriff.

ARTICLE III: CONSIDERATION AND PAYMENT

- A. Sheriff shall pay the Consultant as consideration for services rendered pursuant to this Agreement an amount in accordance with Attachment A.
- B. Any fees or costs which Consultant intends to submit for payment which are over and above the flat rate described in Attachment A, shall be approved in advance by the Sheriff. Any such fees or costs not approved in advance shall not be eligible for reimbursement. The Consultant shall submit monthly invoices to the Sheriff detailing any costs or expenses approved for payment beyond the flat fee.

ARTICLE IV: NEGATION OF AGENT OR EMPLOYEE STATUS

- A. The Sheriff may terminate this agreement for convenience upon providing Consultant thirty (30) days advance written notice of termination.

- B. In the event that this agreement is terminated, the Sheriff shall provide written confirmation of the termination to evidence that Consultant is free from any obligation to perform further.
- C. Upon termination, Consultant shall be paid for any services rendered in accordance with this agreement as well as any charges or related expenses and services incurred to the date of termination.
- D. In the event that there may arise in the future a dispute between the Sheriff and another client of Consultant, Consultant shall immediately advise the Sheriff of the conflict and take whatever steps are ethically required to ensure that no conflict of interest takes place. The Parties agree that waiver by the Sheriff of any conflict of interest by the Consultant or its representatives shall only be valid if memorialized in a written document signed by the Sheriff. No other person or agent of the Sheriff's Office is authorized to approve any such waiver on behalf of the Sheriff.
- E. The Consultant shall perform the services provided by this Agreement as an independent consultant and nothing contained herein shall in any way be construed to constitute the Consultant or the assistants of the Consultant to be a representative, agent, subagent, or employee of the Sheriff or any political subdivision of the State of Florida. The Consultant certifies the Consultant understands that the Sheriff is not required to withhold any federal income tax, social security tax, state and local tax, to secure workers' compensation insurance or employer's liability insurance of any kind, or to take any other action with respect to the Consultant's officers and employees.

ARTICLE V: INTERESTS OF SHERIFF AND MEMBERS

No officer, official, employee, or agent of the Sheriff who exercises any functions or responsibilities in connection with the carrying out of the services to which this Agreement pertain shall have any personal interest, direct or indirect, in this Agreement.

ARTICLE VI: INTEREST OF THE CONSULTANT

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any project to which this Agreement pertains or any other interest which would conflict in any manner or degree with its performance of the services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

ARTICLE VII: EXTENSION

This Agreement may not be extended verbally or by conduct but only by a written Amendment duly executed by the parties hereto.

ARTICLE VIII: COMPLIANCE WITH LAW

The Consultant shall comply with the applicable requirements of Federal, State and local laws and all Codes and Ordinances of the County as amended from time to time.

ARTICLE IX: TERMINATION FOR DEFAULT

This Agreement may be terminated by the Sheriff, in writing if ever it is determined that the Consultant has failed to meet the requirements of this Agreement and Consultant fails to cure such failure within thirty (30) days after written notice from the Sheriff.

ARTICLE X: NOTICE

Any notice provided under this Agreement shall be given by certified mail, return receipt requested, to the parties at the following addresses:

Orange County Sheriff's Office
c/o Captain Matt Butler
2500 W. Colonial Drive
Orlando, Florida 32804

Gray Robinson P.A.
c/o Christopher L. Carmody
301 East Pine Street, Suite 1400
Orlando, Florida 32801

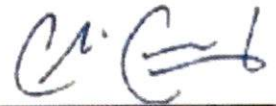
ARTICLE XI: ENTIRE AGREEMENT

It is expressly understood and agreed by the parties hereto that the provisions embodied in this Agreement contain all covenants, agreements, obligations and stipulations agreed upon by the parties upon execution thereof. This Agreement may be modified or amended at any time by mutual agreement in writing of the parties.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, including its conflict of laws provisions.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

By: 
JOHN MINA, SHERIFF

By: 
CHRISTOPHER L. CARMODY
SHAREHOLDER

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the Sheriff, only.


General Counsel

Attachment A

Flat Fee:

Sixty-five thousand dollars (\$65,000.00), to be paid in monthly installments of eleven thousand dollars (\$11,000.00), beginning December 1, 2022 through April 1, 2023 and an installment of ten thousand dollars (\$10,000) on May 1, 2023.

Payment Schedule:

Eleven thousand dollars (\$11,000.00)	December 1, 2022
Eleven thousand dollars (\$11,000.00)	January 1, 2023
Eleven thousand dollars (\$11,000.00)	February 1, 2023
Eleven thousand dollars (\$11,000.00)	March 1, 2023
Eleven thousand dollars (\$11,000.00)	April 1, 2023
Ten thousand dollars (\$10,000.00)	May 1, 2023

Costs and expenses:

Requires advance authorization for expenditure by the Sheriff

Additional Work:

Separate Fee Agreement Required