



CONSULTING AGREEMENT

This CONSULTING AGREEMENT ("Agreement") is entered into between The Lowry Park Zoological Society of Tampa, Inc., d/b/a ZooTampa at Lowry Park, a Florida non-profit corporation, hereinafter referred to as "the Zoo," and Southern Strategy Group of Tampa Bay, LLC, a consultant providing lobbying services ("Consultant").

1. The term of this Agreement is from October 1, 2018 through September 30, 2019, and thereafter on a month to month basis unless and until terminated.
2. Consultant will render for the use and benefit of the Zoo, the following described professional services in accordance with the terms and provisions of this agreement, more particularly described in Exhibit 1 (letter to Joe Couceiro dated 5/16/18), which is hereby made a part of this Agreement. This Agreement may not be assigned in whole or in part by Consultant except by written consent from the Zoo.
3. In further consideration of the professional services to be performed by Consultant as stated herein, the Zoo agrees to pay Consultant under the terms outlined in Exhibit 1. If it has not done so already, Consultant will provide the Zoo with a Form W-9, and understands that all compensation paid under this Agreement will be reported via a Misc. 1099. Consultant agrees that it will be solely liable for and promptly pay any and all payroll taxes, self-employment tax, withholding, Social Security, permits, licenses for itself and its employees, and further Consultant will be solely responsible for its employees, including the disciplining, hiring, and firing of its employees and agrees that Consultant will hold the Zoo harmless and indemnify it from any causes of action resulting from the conduct of Consultant or its employees.
4. This Agreement is to be construed and interpreted in accordance with the laws of the State of Florida, and in the event of any legal action initiated or filed by either of the parties hereto, that the exclusive venue of any cause of action will be Hillsborough County, Florida, and the prevailing party will be entitled to recover a reasonable attorney's fee and costs from the other party. This Agreement shall not be construed more strictly against one party than the other merely based on who prepared the initial draft, it being recognized that both parties have had a full and fair opportunity to negotiate and review the terms and provisions of this Agreement and to contribute to its substance and form.
5. Reasonable costs incurred may be billed per Exhibit 1.
6. Consultant acknowledges that it may be exposed to confidential information of the Zoo and that disclosure of such information could cause irreparable harm or damage to the Zoo. Consultant agrees that it shall keep confidential and not disclose any information acquired from the Zoo, its officers, Board of Trustees, employees, agents, representatives in connection with this Agreement, and any such information shall only be used in the performance of services as set forth herein and for no other purpose.
7. Consultant shall reimburse, indemnify and hold harmless ZooTampa for all loss to ZooTampa resulting from the negligence of Consultant and Consultant's employees or contractors in the performance of this Agreement. In further consideration, Consultant hereby agrees to assume all liability, jointly and severally, for any injuries or damages that Consultant or its employees or

contractors may themselves incur or cause to be incurred by any persons or property during Consultant's use of and visit to ZooTampa's facility while Consultant is engaged in the activities described hereinabove. In addition, Consultant agrees to provide to ZooTampa a certificate of insurance meeting ZooTampa's requirements and showing proof of current General Liability, Automobile Liability and, if applicable, Workers Compensation coverage as required by State statute, and agrees to name Lowry Park Zoological Society of Tampa, Inc. as an additional insured in respect to liability and the Consultant's activities/event described hereinabove.

- a. ZooTampa shall not be liable for any damages or injuries of the Consultant, its employees or performers, contractors or their equipment, while on ZooTampa's premises, and Consultant hereby releases Lowry Park Zoological Society of Tampa, Inc., its Board of Trustees, Officers, Staff, Employees, Representatives and Agents from all form and manner of risks inherent or relating to such activities, and agrees to waive all claims and demands of any nature arising from said facility visit, performance or related activities, except for those losses or claims arising from the sole or willful negligence of ZooTampa.
8. Either party may terminate this Agreement without cause after giving thirty (30) calendar days written notice of intent to terminate.
 9. The parties hereto agree that with reasonable cause, either party may terminate this Agreement effective immediately upon the giving of written notice of termination for cause and that reasonable cause shall include:
 - a. Material violation of the Agreement.
 - b. Any act exposing the other party to liability to others for personal injury or property damage. Consultant shall remain liable to the Zoo for any damages sustained by the Zoo resulting from Consultant's breach of this Agreement, and further all work product of Consultant related to and developed during the term of this Agreement for ZooTampa or on its behalf, shall be the exclusive property of the Zoo and Consultant shall forthwith deliver to the Zoo all such work product upon the Zoo serving a Written Notice to Produce. Failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
 10. Consultant acknowledges that it has no authority to enter into agreements or commitments of any kind on behalf of the Zoo without first obtaining written consent from the Zoo and the parties agree that this Agreement does not create a partnership between the parties.
 11. Consultant declares that Consultant has complied with all Federal, State and Local laws regarding business permits, certificates, licenses that may be required to perform and carry out the work to be performed under this Agreement. Consultant also agrees that it, and its employees and contractors, shall comply with all rules relating to access, animal welfare, and other security procedures.
 12. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address as stated herein. Any party may change its address stated herein by giving written notice of the change in accordance with this paragraph.
 13. Consultant shall at all times maintain detailed records and documentation for all time expended, expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions related to the performance of this Agreement for a period of three years after the expiration of this Agreement. Consultant shall permit timely and unrestricted access to any books, documents, papers, or other records pertinent to the awards, in order to make audits, examinations, excerpts, transcripts and copies of such documents by the Zoo, its auditors, accrediting bodies, or any duly authorized representatives of same, or duly authorized representatives of such other bodies as are deemed by the Zoo in its sole discretion to have a legitimate interest in such information.

14. The Zoo is an Equal Opportunity Employer and is committed to recruit, employ and promote personnel without regard to race, color, sex, age, religion, marital status, national origin, or disability, or other statuses or characteristics protected by federal, state, or local law in compliance with Federal and State Statutes and Regulations that pertain to non-discrimination.
15. Consultant shall comply with any applicable federal executive orders covering the services provided for by this Agreement.
16. Consultant agrees that Consultant will not and has not used any Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant, or any other award covered by 31 U.S.C. 1352.
17. Consultant acknowledges that title and ownership of all work produced under this Agreement is vested with the Zoo, and that Consultant will execute such documents as are reasonably necessary to confirm that right even after expiration of this Agreement.
18. Consultant declares that Consultant, Consultant's corporation or any of its principal officers, if applicable has never been debarred or suspended from receiving or participating in federal grant awards or contracts.
19. This Agreement, together with the attachments incorporated herein by reference, shall constitute the entire agreement of the parties and in the event any part of this Agreement shall be held unenforceable, the rest of said Agreement shall nevertheless remain in full force and effect.
20. Upon the expiration or termination of this Agreement, the obligations of the parties to each other shall come to an end, except that the provisions on tax liability (Paragraph 4), confidentiality (Paragraph 6), venue and governing law (Paragraph 5), ownership of work (Paragraph 9, 17) survives the termination or expiration of this Agreement. The provision on records (Paragraph 13) survives the termination or expiration of this Agreement only for the period specified.
21. This Agreement may be supplemented, amended or revised only in writing by mutual agreement.

IN WITNESS WHEREOF, the parties hereto have authorized their official representatives to execute this document in such counterparts as deemed appropriate and on the dates as shown.

Lowry Park Zoological Society
of Tampa, Inc.

Consultant

Signature

Signature

By:

Joseph A. Louccia

By:

Sydney Ridley

Its:

CEO

Its:

Lobbyist

Date:

6/9/18

Date:

June 4, 2018

Stephane Chenu 6/6/18

Mark Hany 6/6/18

EXHIBIT 1

Letter to Joe Couceiro dated 5/16/18 with attachment



201 E. KENNEDY BOULEVARD, SUITE 1450 • TAMPA, FL 33602 • 813.563.4100 • SOSTRATEGY.COM

May 16, 2018

Joe Couceiro
CEO
Zoo Tampa at Lowry Park
1101 W. Sligh Ave.
Tampa, FL 33604

Re: Retainer Agreement with Southern Strategy Group of Tampa Bay, LLC

Dear Mr. Couceiro:

Thank you very much for your interest in Southern Strategy Group of Tampa Bay, LLC. We appreciate the opportunity to provide lobbying services to Zoo Tampa at Lowry Park (Zoo Tampa). Southern Strategy Group of Tampa Bay, LLC is committed to providing the highest level of service in furtherance of your goals. This agreement will describe the terms under which that representation will occur.

You have asked that we represent Zoo Tampa before executive and legislative branches of government, as well as county and city government. It is anticipated that we would handle all aspects of intergovernmental relations in an effort to educate stakeholders on the goals and community benefit of Zoo Tampa, and to increase its credibility as a statewide asset. In addition, SSG would advocate on your behalf for relevant funding to include city, county and state grant funding, as well as direct appropriations from the Florida Legislature. As part of our scope of service, Southern Strategy Group of Tampa Bay, LLC will provide ancillary services such as electronically forwarding to you daily relevant newspaper articles, analyses, and important governmental announcements.

The entire team of Southern Strategy Group of Tampa Bay, LLC's lobbyists will be available to advance Zoo Tampa interests. You may wish to review in detail the qualifications of the team at www.sostrategy.com. However, in order to ensure that your needs are efficiently and fully addressed Seth McKeel, Laura Boehmer, and I will be the primary contacts for this representation. Our contact information is reflected on the attached sheet.

In exchange for these services, Zoo Tampa has agreed to pay Southern Strategy Group of Tampa Bay, LLC \$6,500 per month beginning October 1, 2018 for twelve months. After the first twelve months, this agreement will proceed on a month-to-month basis. This agreement may be terminated by either party upon receipt of 30 days written notice. Southern Strategy Group of Tampa Bay, LLC will send an invoice on the first of each month for the current month's services and payment is due by the end of each month.

**EVERY
INDUSTRY**

**EVERY
INTEREST**

**POWERFUL
ADVOCACY
BEGINS HERE**

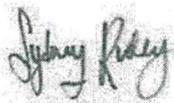
All payments should be remitted to P.O. Box 10570, Tallahassee, FL 32302. Costs directly attributable to the performance of this work will be billed in addition to the monthly retainer, and these costs may include travel and other expenses incurred on Zoo Tampa's behalf. No monthly costs that in the aggregate exceed \$500 will be incurred without your prior approval. Also, by signing below, you agree that you will complete any forms necessary to comply with lobbyist registration requirements under Florida law that may arise as a result of our representation of Zoo Tampa during the term of this contract or after its termination should reporting periods overlap.

Please be aware that Florida has a lobbying fee disclosure law that requires quarterly disclosure of fees. Please review the attached fee disclosure form to fully understand this regulatory requirement and ensure that you agree with the information we will be submitting to comply with it.

It should also be noted that Southern Strategy Group of Tampa Bay, LLC has affiliated offices in other states and within the state of Florida. Southern Strategy Group of Tampa Bay, LLC has a policy of declining representation of clients when that representation would immediately create a direct conflict with other clients that Southern Strategy Group of Tampa Bay, LLC currently represents in that region. You have retained Southern Strategy Group of Tampa Bay, LLC for representation in the Tampa Bay region, and we know of no conflicts with our current clients. In order to ensure the candor and trust in our relationship that forms the basis of effective representation, it is the policy of Southern Strategy Group of Tampa Bay, LLC to keep confidential within each office all information about your business interests and strategies.

I believe the above reflects our understanding. If it does, please sign this agreement and return with the completed client information form. I appreciate your attention to this matter and look forward to working with you. Please never hesitate to contact me if we can assist you in any way.

Sincerely,



Sydney Ridley

Enclosures

For Zoo Tampa at Lowry Park

Date