

# **CONSULTING AGREEMENT**

**March 2011**

**Consulting Agreement by and between the Sheriff of Harrison County, Mississippi (Client) and Robert E. Simmons, D.B.A. The Simmons Network (Consultant):**

**Whereas, Client, in performance of his duties as the duly elected Sheriff of Harrison County, from time to time, seeks grants, funding sources, and other assistance, both on a state and national level, to operate the Harrison County Sheriff's Department and to provide adequate law enforcement to protect the citizens of Harrison County, Mississippi, the State of Mississippi and the United States; and**

**Whereas it is beneficial to the County and its citizens to access any source of grants, funding sources, and other assistance, both on a state and national level, thereby lessening the burden upon them; and**

**Whereas, in order to make the maximum effort to access all available grants, funding sources, and other assistance, both on a state and national level, it would be beneficial to hire a consultant with the expertise to obtain such grants, funding sources, and other assistance; and**

**Whereas, Robert Simmons d/b/a The Simmons Network, has such expertise;**

**In consideration of the consulting fees described herein and the mutual promises and covenants herein, the parties agree as follows:**

- 1. The Consultant will provide consultation and related lobbying services in association with the Sheriff of Harrison County, Mississippi in the areas of governmental relations at the state and national levels in coordination with administration and congressional staffs.**
- 2. Consultant will coordinate with elected officials and lobbyists as necessary and in conjunction with other professionals associated with the specific tasks of addressing critical issues with the Federal Department of Homeland Security and other agencies as directed by Client.**
- 3. Consultant will provide briefing status reports to Client on a periodic basis as to accomplishments to date in association with project goals and objectives as outlined by the Client directly and through its management staff.**
- 4. Consultant will receive a monthly fixed fee of \$1,500.00 for the duration of the contract. All travel and business-related out-of-pocket expenses are to be reimbursed by the Client provided prior written approval is granted by the Sheriff of Harrison County, Mississippi.**

5. This agreement is effective for the entire duration of the agreement from date of execution and may be terminated by either party upon thirty (30) days written notice.
6. The term of this agreement shall begin March 8, 2011 and end March 7, 2012. If written notice is to be provided to Client, it shall be addressed to:

Sheriff of Harrison County, Mississippi  
Harrison County Adult Detention Center  
10451 Larkin Smith Drive  
Gulfport, MS 39503

And

President,  
Board of Supervisors  
1701 23<sup>rd</sup> Avenue  
Gulfport, MS 39501

If to consultant, it shall be addressed to:

Mr. Robert E. Simmons, President  
The Simmons Network  
692 Mulberry Drive  
Biloxi, MS 39532

7. Continuation of this contract is based on performance and may be renewed upon mutual agreement in the form of a written amendment or agreement approved by the parties, with the concurrence of the Board of Supervisors of Harrison County, Mississippi.
8. This contract shall be governed by the laws of the State of Mississippi.
9. The consultant is an independent contractor and is responsible for paying taxes when due on the income for his services.
10. Consultant agrees to maintain the confidentiality of the trade secrets and other property information to which consultant may become knowledgeable in the course of his work and services under this contract.

WITNESS OUR SIGNATURES on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 for an effective date of March 8, 2011.

SHERIFF OF HARRISON COUNTY, MISSISSIPPI

BY:   
\_\_\_\_\_ **MELVIN BRISOLARA**

PRESIDENT,  
HARRISON COUNTY BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
**W. S. SWETMAN, III**

**ROBERT E. SIMMONS**  
d/b/a **THE SIMMONS NETWORK**

BY: \_\_\_\_\_  
**ROBERT E. SIMMONS, M.U.R.P.**