DocuSign Envelope ID: 04A87807-5151-4AF2-A65C-A9CEABEE84FC

AGREEMENT BETWEEN UNIVERSITY OF FLORIDA FOUNDATION, INC. AND CAPITAL CITY CONSULTING, LLC

Reviewed
UFF Legal Counsel

THIS AGREEMENT ("Agreement") is entered into and made effective as of the First (1st) day of July, 2020 ("Effective Date"), between UNIVERSITY OF FLORIDA FOUNDATION, INC. ("FOUNDATION"), and CAPITAL CITY CONSULTING, LLC. ("CCC"), which are the parties.

WHEREAS, FOUNDATION, in support of the University of Florida ("University"), desires to engage the consulting services of CCC to advise FOUNDATION and the University with respect to certain governmental relations activities as identified by University's Student Government Association ("UFSGA").

WHEREAS, CCC by virtue of significant experience, is capable of providing the aforesaid government relations services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other considerations, the receipt and sufficiency of which are hereby acknowledged, FOUNDATION and CCC agree as follows:

1. **SCOPE OF ENGAGEMENT.** FOUNDATION engages CCC, and CCC agrees to be engaged by FOUNDATION, upon the terms and conditions hereinafter set forth. Services performed by CCC will include consulting services in support of certain governmental relations activities as identified by UFSGA. It is estimated that CCC will allocate 80% of their workload to legislative related activities and 20% of their workload to executive branch services. The parties agree that the consultation services of CCC shall be available throughout the entire term of this Agreement, and will be more intensively accessed during legislative committee weeks and the Florida legislative session. CCC and UFSGA will provide updates to, and consult with, the University of Florida's Vice President for Government and Community Relations, or his designee, as requested from time to time.

2. **TERM OF ENGAGEMENT.** The term of this Agreement will commence as of the Effective Date and will continue until June 30, 2021, subject to renewal by separate mutual agreement in writing of the parties, and to termination early as herein provided.

   FOUNDATION and CCC each have the right singly to terminate this Agreement early upon giving at least 30 days' written notice to the other, with or without cause and, upon such notice being given by either party, FOUNDATION may direct CCC to cease providing services during that notice period. FOUNDATION may terminate this Agreement for cause, effective immediately, upon giving termination notice to CCC, if CCC violates any applicable laws, regulations or rules applicable to its services under this Agreement.

DocuSign Envelope ID: 04A87807-5151-4AF2-A65C-A9CEABEE84FC

Notwithstanding any other provision, payment obligations under this Agreement shall cease upon the effective date of any early termination of this Agreement, with the FOUNDATION paying (a) any unpaid pro rata portion of the compensation under paragraph 5 that equals ($4,583.33 multiplied by the number of full months included in the shortened term) plus 0 if the termination date is the last day of a month or plus an amount that equals ($4,583.33 multiplied by a fraction, the numerator of which is the number of days during any partial month that includes the effective date of termination, and the denominator of which is the total number of days in that partial month included in the term), and (b) any unpaid expenses that are properly reimbursable to CCC under the terms and conditions of paragraph 7 of the Agreement, and which were incurred or are non-cancellable and were obligated prior to the notice of termination. If a termination by FOUNDATION is for cause, FOUNDATION may offset any damages it incurs and any payments owed by CCC to FOUNDATION, against and reducing the compensation and expenses otherwise owed by FOUNDATION to CCC through the effective date of termination.

In the event of an early termination, CCC may not represent another client, on the same issues as those for which it represented FOUNDATION or assisted the University of Florida under this Agreement, or whose interests conflict with the FOUNDATION'S or University of Florida's, for the remainder of the original term of this Agreement (i.e., the term that would have been without early termination) and this obligation shall survive early termination.

At the expiration or termination of this Agreement and surviving same, the parties will cooperate, each at its own expense, in conveying information and transferring records to assist in the smooth transition of services from CCC to another individual or entity providing similar services.

3. **INDEPENDENT CONTRACTOR.** CCC is retained by FOUNDATION only for the purposes and to the extent set forth in this Agreement. CCC'S relationship to FOUNDATION during the term of this Agreement shall be that of an independent contractor. FOUNDATION does not reserve any control with respect to the activities of CCC or the manner and means by which CCC affects its services under this Agreement. CCC shall pay all contributions, taxes, and premiums payable under federal, state, and local laws.

4. **LIMITATION OF COMMITMENT TO AGREEMENT.** FOUNDATION and CCC acknowledge FOUNDATION'S desire that CCC devote reasonable time and attention to the services required by this Agreement; however, FOUNDATION also acknowledges that CCC must satisfy other commitments of its business employment in addition to the covenants and promises made under this Agreement. Accordingly, FOUNDATION hereby agrees that CCC shall not be prohibited from providing services for fund raising, communications, government relations, or other services to any other individual, entity, or organization, provided such representation is not on the same issue as those for which

DocuSign Envelope ID: 04A87807-5151-4AF2-A65C-A9CEABEE84FC

CCC represented FOUNDATION and assisted the University of Florida does not conflict with the interests of FOUNDATION or the University of Florida.

5. **COMPENSATION.** FOUNDATION shall pay CCC for work performed pursuant to this Agreement a fee of FOUR THOUSAND FIVE HUNDRED EIGHTY-THREE DOLLARS AND THIRTY-THREE CENTS ($4,583.33), per month, for the term of this Agreement, in the manner described in Section 6 herein. CCC will allocate 5% of fee to FOUNDATION and 95% of fee to UFSGA.

6. **BILLING.** FOUNDATION shall compensate CCC in monthly installments upon receipt of an invoice following each month of service.

7. **EXPENSES.** CCC shall be reimbursed for actual, reasonable, and necessary out-of-pocket expenses incurred by CCC in performing services pursuant to this Agreement on behalf of FOUNDATION and/or University. The aforesaid expenses shall be limited to a total of five percent (5%) of the compensation paid to CCC. Expenses shall be submitted on a monthly basis and shall be substantiated by appropriate written receipts. Such expenses shall not include general overhead costs such as clerical and word processing services, first class air travel, or other expenses not acceptable to the FOUNDATION. All expenses shall be reimbursed within thirty (30) days following the receipt of a proper invoice for same.

8. **REPORTING.** For purposes of this Agreement, CCC shall provide reports to Michael C. Murphy, President, University of Florida Student Government, or his successor.

9. **COMPLIANCE WITH LAW AND AGREEMENTS.** CCC represents and warrants that it may legally provide the services described herein and performance of the duties under this Agreement shall be in compliance with all applicable statutes, rules, regulations, and agreements to which CCC is a party or to which she is bound. More specifically, CCC shall properly register as a lobbyist representing FOUNDATION and UFSGA in the Legislature of the State of Florida, and shall make all necessary reports in a timely manner to the proper authorities, forwarding copies of same to FOUNDATION.

10. **RECORDKEEPING, CERTIFICATION, AND TRAINING.** CCC agrees to take such actions as are necessary to insure that FOUNDATION and University are in compliance with all federal or state laws, rules, and regulations governing lobbying, ethics, or similar laws with respect to CCC'S activities.

11. **SEVERABILITY; GOVERNING LAW.**

    A. **SEVERABILITY.** If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

DocuSign Envelope ID: 04A87807-5151-4AF2-A65C-A9CEABEE84FC

B. **GOVERNING LAW.** Each of the provisions of this Agreement shall be enforceable independently of any other provision of this Agreement and independent of any other claim or cause of action. In the event of any dispute arising under this Agreement, it is agreed between the parties that the laws of the State of Florida shall govern the interpretation, validity, and effect of this Agreement without regard to the place of execution or place of performance thereof. The courts of the State of Florida shall have jurisdiction over any dispute which arises under this Agreement, and each of the parties shall submit and hereby consents to such court's exercise of jurisdiction.

12. **COMPLETE AGREEMENT.** This Agreement constitutes the entire agreement between the parties. This Agreement supersedes all prior agreements and understandings between the parties. No modification, termination, or attempted waiver of this Agreement or any term thereof shall be valid unless in writing, signed by the authorized representatives of both parties.

13. **NOTICES.** Any notice or other communication issued pursuant to this Agreement shall be in writing, unless stated otherwise herein, and shall be considered to be received five (5) days following deposit of the same in the United States mail, return receipt requested, priority postage prepaid, addressed to:

As to FOUNDATION:

President
UF Student Government Association
P.O Box 118505
University of Florida
Gainesville, FL 32611-8505

Mark Kaplan
Vice President for Government &Community Relations
P. O. Box 113157
University of Florida
Gainesville, FL 32611-3157

As to CCC:

Capital City Consulting, LLC.
124 W. Jefferson Street
Tallahassee, FL 32301

14. **SUCCESSION AND ASSIGNMENT.** FOUNDATION and CCC acknowledge that the services to be rendered by CCC are unique and personal. Accordingly, CCC shall not transfer any or all of the rights, obligations, or interests under this Agreement. The Agreement shall inure to the benefit of and be binding upon FOUNDATION and its legal successors.

DocuSign Envelope ID: 04A87807-5151-4AF2-A65C-A9CEABEE84FC

15. **WAIVER.** No failure or delay of any party to exercise any right or remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver by such party of any right or remedy pursuant thereto or contained therein. Either party may resort to one form of remedy without such remedy constituting a waiver of alternative remedies.

16. **PUBLICITY.** CCC shall not use FOUNDATION'S or University's name or release any information about this Agreement or the performance of CCC hereunder in any publicity releases or advertising or for other promotional purposes without prior written approval of FOUNDATION.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective on the Effective Date stipulated herein.

CAPITAL CITY CONSULTING, LLC.

6/12/20

Ron LaFace Date

UNIVERSITY OF FLORIDA FOUNDATION, INC.

By: 06/16/2020

Karen Rice Date
Associate Vice President

ACKNOWLEDGED:

6/15/20

Trevor Pope Date
President, UF Student Government Association

6-12-20

Mark Kaplan Date
Vice President for Government & Community Relations University of Florida

DocuSign Envelope ID: 04A87807-5151-4AF2-A65C-A9CEABEE84FC