

September 17, 2015

VIA EMAIL (nbotero@broward.edu)

Ms. Nancy R. Botero  
Broward College Foundation, Inc.  
111 East Las Olas Boulevard  
11<sup>th</sup> Floor  
Fort Lauderdale, FL 33301

**Re: Engagement of Gunster, Yoakley & Stewart, P.A.**

Client Name: Broward College Foundation, Inc.  
Matter Name: Government and Legislative Services

Dear Ms. Botero:

Thank you for your interest in our abilities here at Gunster, Yoakley & Stewart ("Gunster"). We are grateful for the opportunity to work with you and your team in our representation of Broward College Foundation, Inc., ("Broward College Foundation" or "Client") in the area of government affairs. The purpose of this Engagement Letter is to confirm the scope, terms and conditions of our representation.

**Scope of Engagement – Legislative, Executive, and Agency Lobbying Services.**

Gunster agrees to provide lobbying and consulting services to Broward College Foundation from October 1, 2015 to September 30, 2016. We understand that Gunster will generally assist Broward College Foundation in preparation for the 2016 Session of the Florida Legislature, including appropriations matters. We look forward to meeting soon to establish these goals. Our representation will include, but not be limited to:

- a. Monitoring proposed legislative and legislative committee and staff activities directly related to your business interests;
- b. Organizing, as necessary, introductory meetings with key legislative members or other officials for the purpose of establishing relationships directly related to your business interests;

- c. Monitoring activities of the Governor and the Governor's agencies directly related to your business interests;
- d. Coordinating activities with other lobbyists and consultants to best influence the outcome of issues of common interests;
- e. Coordinating, arranging, and attending any meetings throughout the year with state leaders and Broward College Foundation representatives;
- f. Monitoring and participating in state fundraisers as deemed appropriate; and
- g. Assisting Broward College Foundation in the development of written position statements on matters of importance to Client, and distributing such position statements to members of appropriate legislative committees as well as other legislators deemed appropriate by Client and/or Gunster.

We may agree to further limit or expand the scope of our representation from time to time, provided that we confirm any such changes in writing. Our only client in this matter will be Broward College Foundation, and our Firm will not be representing any other entity or person in connection with this matter.

**Staffing.**

Your relationship attorney/consultant is Lila A. Jaber and she will have primary responsibility for this engagement. However, because of various strengths in relationships and geographic areas of legislative members, other lobbyists will be assigned to this matter. In that regard, J. Larry Williams and Joanna Bonfanti are assigned to assist. Their vast experience with the Florida Legislature will be an asset to this engagement.

**Fees.**

The fee for these services shall be \$50,000. By mutual agreement, the fees will be divided and billed in twelve (12) equal consecutive installments.

**Disbursements and Additional Charges.**

We will bill you for the direct costs and service charges that are incurred for your particular matter(s), including such things as: filing fees, postage (including regular, certified, registered or expedited mail, or any other type of delivery by common carriers, such as UPS, Federal Express, or the like), courier services, imaging costs (including scanning, photocopying and printing of documents), teleconferencing services, inter-LATA or international calling tariffs, deposition costs, travel costs, and the fees and expenses of experts or consultants, if needed. We charge for certain additional services we render, including computerized database access and usage (e.g., Lexis, Westlaw, PACER, Dun & Bradstreet, and other information databases), special word processing and after-hours or extraordinary secretarial or accounting services, and the receipt and

transmission of facsimiles. These matters will be shown on each invoice. Certain cost items, described above, such as imaging costs, are provided as in-house services by us and the per page non-color imaging charge (\$0.15 per page) is based upon a reasonable allocation of our overhead costs directly related to those services. Similarly, our computerized database charges are based upon direct vendor access/usage charges, which can vary from time to time based upon monthly volume-of-usage discounts that the firm has negotiated with various providers, and passes on to you as available. We are constantly striving to maintain these charges at rates which are lower than those maintained by others in our markets.

We bill fees, disbursements and other services on a monthly basis and payment is due within 30 days of receipt. If you make no comment about a statement within 30 days of its date, we will assume that you have reviewed it and find it acceptable.

**Registration and Reporting Requirements.**

In providing its services to you under this Agreement, Gunster and its staff will endeavor to maintain confidentiality regarding information relating to this representation and all other privileges, where applicable. However, the services covered by this Agreement are substantially lobbying services and Gunster, its staff, and you will be subject to registration and reporting requirements, as are provided for in statutes and ordinances applicable to lobbying activities. By entering into this Agreement you hereby consent to Gunster making such registrations and disclosures as are legally required to comply with all applicable lobbying laws. In complying with these requirements Gunster and its staff will register prior to undertaking any effort on your behalf with legislative, executive, or municipal members, staff or employees. When registrations or other required reports, disclosures or responses are required, Gunster will timely furnish you with copies of such forms, reports and responses and you agree to execute such documents as are required by law and otherwise cooperate in achieving compliance and the avoidance of penalties.

**Termination for Convenience.**

Either party may terminate this Contract at any time for convenience upon 30 calendar days' prior written notice.

**Certain Firm Attorneys.**

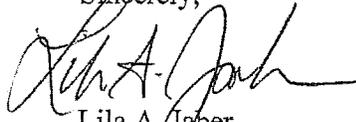
You should be aware that one of the firm's attorneys is a member of the Legislature. That legislator will have no role in the firm's efforts to lobby the Legislature on your behalf, will act independently of this representation, and will vote according to his conscience (which may or may not conflict with your interests).

Should you have any questions or concerns about our service, work product, billings, or any other aspect of our engagement, please let me know immediately so that we may address the situation and best respond to your needs. On behalf of our Firm, thank you for selecting Gunster

Ms. Nancy R. Botero  
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to represent you. We appreciate your confidence in assigning us this important matter and we look forward to assisting you.

Sincerely,



Lila A. Jaber  
Shareholder

**BROWARD COLLEGE FOUNDATION, INC. HAS REVIEWED AND AGREES TO  
THE TERMS OF THIS ENGAGEMENT LETTER:**

  
\_\_\_\_\_  
Signed

Nancy R. Botero  
\_\_\_\_\_  
Printed Name

October 12, 2015  
\_\_\_\_\_  
Date

## Jaber, Lila

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**From:** Jaber, Lila  
**Sent:** Wednesday, October 19, 2016 2:47 PM  
**To:** 'Nancy Botero'  
**Cc:** Gregory Haile  
**Subject:** RE: From Nancy Botero

Thank you very much.



Lila A. Jaber | Regional Managing Shareholder  
Practice Leader, Governmental Affairs  
215 S. Monroe Street, Suite 601  
Tallahassee, FL 32301  
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[gunster.com](http://gunster.com) | [View my bio](#)  
Email me: [LJaber@gunster.com](mailto:LJaber@gunster.com)

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**From:** Nancy Botero [<mailto:nbotero@broward.edu>]  
**Sent:** Wednesday, October 19, 2016 2:38 PM  
**To:** Jaber, Lila  
**Cc:** Gregory Haile  
**Subject:** RE: From Nancy Botero

Dear Lila,

I am pleased to extend the current engagement of Gunster to represent the Broward College Foundation for another year, ending September 30, 2017. Thank you for your advocacy.

All the best,

Nancy

*Nancy R. Botero*  
Executive Director &  
Vice President for Advancement

**BROWARD COLLEGE FOUNDATION &  
OFFICE OF ADVANCEMENT**  
111 East Las Olas Boulevard, 11<sup>th</sup> Floor  
Fort Lauderdale, FL 33301  
(954) 201-7414 office  
[nbotero@broward.edu](mailto:nbotero@broward.edu)



*Have you thought about making a Planned Gift to Broward College? Find out more at [www.LegacyBroward.com](http://www.LegacyBroward.com).  
Make a secure gift now at [www.BCGIVE.org](http://www.BCGIVE.org) - Your donation can change a life!*

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**From:** Jaber, Lila [<mailto:ljaber@gunster.com>]  
**Sent:** Tuesday, October 18, 2016 4:53 PM  
**To:** Nancy Botero <[nbotero@broward.edu](mailto:nbotero@broward.edu)>

**Cc:** Gregory Haile <[ghaile@broward.edu](mailto:ghaile@broward.edu)>; Jaber, Lila <[ljaber@gunster.com](mailto:ljaber@gunster.com)>

**Subject:** FW: From Nancy Botero

Broward College Foundation team,

Please see above for our current engagement with Broward College Foundation. As the end date was Sept 30, I just need an email back from you that this engagement is to be extended another year to capture the legislative work we do for the Foundation. Looks like we had a date of Sept 30<sup>th</sup> so an email extension is just fine. All other terms remain the same and will be incorporated by reference.

Thank you – thank you for your faith in what we do.

Lila



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Practice Leader, Governmental Affairs  
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P 850-521-1980 C 850-545-8207 F 561-671-2583  
[gunster.com](http://gunster.com) | [View my bio](#)  
Email me: [LJaber@gunster.com](mailto:LJaber@gunster.com)

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Please Note: Due to Florida's very broad public records law, most written communications to or from College employees regarding College business are public records, available to the public and media upon request. Therefore, this email communication may be subject to public disclosure.

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Please consider the environment before printing this email.