

**PROFESSIONAL SERVICES AGREEMENT
For Government Relations Services**

THIS AGREEMENT is effective as of the 1st day of September, 2016 by and between University of Central Florida Foundation, Inc., (Foundation) and Gray Robinson, P.A. (GR).

Background of Agreement

WHEREAS, the Foundation, in support of the University of Central Florida, (University) is in need of professional government relation services; and

WHEREAS, GR, primarily through its employee, Dean Cannon (Cannon), can provide such services to the Foundation for the benefit of the University.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other considerations, the receipt and sufficiency of which is hereby acknowledged, the Foundation and GR agree as follows:

Terms

1. SCOPE OF ENGAGEMENT. GR, primarily through Cannon, shall represent the University of Central Florida's interest through the Foundation before the Florida Legislature, and other governmental bodies in Florida, including the Office of the Governor.
2. TERMS OF ENGAGEMENT. This agreement shall commence as of the 1st day of September, 2016 and shall continue on a month to month basis until terminated by either party upon 30 days written notice.
3. INDEPENDENT CONTRACTOR. GR's relationship to the Foundation during the term of this Agreement shall be that of an Independent Contractor. The Foundation does not reserve any control with respect to the activities of GR or the manner and means which GR affects its services under this Agreement. GR shall pay all applicable employment contributions, taxes, and premiums payable under federal state and local laws.
4. ACKNOWLEDGEMENT OF FOUNDATION. The Foundation acknowledges its desire that GR devote reasonable time and attention to the services required by this Agreement but the Foundation also acknowledges that GR must satisfy other commitments in addition to the covenants and promises made under this Agreement. Accordingly, the Foundation hereby agrees that GR shall not be prohibited from providing services for government relations or other services to any other individual, entity, or organization , provided such representation does not conflict with the interest of the Foundation.
5. COMPENSATION. The Foundation shall pay GR for work performed pursuant to this Agreement the sum of Eight Thousand Five Hundred dollars (\$8,500.00) per month. No state funds shall be used by the Foundation to pay GR the compensation hereunder.
6. PAYMENT. The Foundation shall pay GR in monthly installments upon receipt of an invoice following each month of service.
7. EXPENSES. GR shall be reimbursed for actual, ordinary and necessary out-of-pocket expenses incurred pursuant to this Agreement on behalf of the Foundation. These expenses shall be submitted on a monthly basis and shall be substantiated by appropriate written receipts and shall be approved by the

Foundation. Such expenses shall not include general overhead costs, such as clerical and work processing, first class air travel or other expenses not acceptable to the State University System.

8. **PROGRESS REPORTS.** Cannon shall report to Foundation's agent, the Senior Vice President for University Relations at UCF and provide progress reports at such intervals as may be requested by the Senior Vice President. Cannon shall update the Foundation's CEO as needed.

9. **COMPLIANCE WITH LAW AND AGREEMENTS.** To the best of GR's knowledge, GR may legally provide the services described herein and its performance of the duties under this Agreement shall be in compliance with all applicable statutes, rules, regulations, and agreements to which GR is a party or to which GR is bound.

10. **RECORDKEEPING, CERTIFICATION, AND TRAINING.** GR agrees to take such actions as are necessary to insure that the Foundation is in compliance with all federal or state laws, rules and regulations governing lobbying ethics or similar laws with respect to its activities.

11. **SEVERABILITY.** If any clause or provisions 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.

12. **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, the law of the State of Florida will govern the interpretation, validity and effect of this Agreement.

13. **COMPLETE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior Agreements and understandings between parties and may not be modified or terminated orally. No modification termination or attempted waiver shall be valid unless in writing, signed by the party against whom the same is sought to be enforced.

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

Dean Cannon
Gray Robinson, P.A.
301 East Pine Street
Suite 1400
Orlando, FL 32801

Michael Morsberger
Chief Executive Officer
UCF Foundation, Inc.
12124 Research Parkway, Ste. 250
Orlando, FL 32826-3257

15. **SUCCESSION AND ASSIGNMENT.** GR 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 the Foundation and its legal successors.

16. **NO THIRD PARTY BENEFICIARIES.** This Agreement does not create, and should not be construed as creating, any rights enforceable by any person not a party to this Agreement.

17. **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 or remedy with such remedy constituting a waiver of alternative remedies.

18. NUMBER AND GENDER. In the above Agreement the use of any particular gender or the plural or singular number is intended to include the other gender or number as the text of this Agreement may require.

19. PUBLICITY. GR shall not use Foundation's name or release any information about this Agreement or the performance of representation hereunder in any publicity release or advertising or for other promotional purposes without prior written approval of the Foundation.

IN WITNESS WHEREOF, the undersigned has executed this contract on the date and year first above written.

Gray Robinson, P.A.

University of Central Florida Foundation, Inc.



Dorcas G. Wilkinson

Print Name: Roy Dean Cannon Jr

Print Name: Dorcas Wilkinson

Title: Vice President

Title: Sr. AVP for Administration