

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is effective as of the 1st day of July, 2016, by and between University of Central Florida Foundation, Incorporated (Foundation) and Southern Strategy Group Inc. (SSGI).

BACKGROUND

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

WHEREAS, SSGI, primarily through its employee, Christopher Dudley (Dudley), who has significant experience in providing government relations services, can provide such services to the Foundation for the benefit of UCF.

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

TERMS

1. **SCOPE OF ENGAGEMENT.** SSGI and Dudley shall perform the following services for Foundation:

Representing UCF's interests through the Foundation before the Florida Legislature, Florida Board of Governors, 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 July, 2016 and shall continue on a month to month basis until terminated by either party upon 30 days written notice. This agreement supersedes any previous agreements between the parties.

3. **INDEPENDENT CONTRACTOR.** Dudley'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 Dudley or the manner and means by which Dudley affects his services under this Agreement. SSGI shall pay all applicable employment contributions, taxes and premiums payable under federal, state and local laws.

4. **ACKNOWLEDGEMENT OF FOUNDATION.** Foundation acknowledges its desire that Dudley devote reasonable time and attention to the services required by this

Agreement but Foundation also acknowledges that SSGI must satisfy other commitments in addition to the covenants and promises made under this Agreement. Accordingly, Foundation hereby agrees that Dudley 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 interests of Foundation.

5. COMPENSATION. Foundation shall pay SSGI for work performed pursuant to that Agreement the sum of Five Thousand Five Hundred (\$5500.00) per month. No state funds shall be used by Foundation to pay SSGI the compensation hereunder.

6. PAYMENT. Foundation shall pay SSGI in monthly installments upon receipt of an invoice following each month of service.

7. EXPENSES. SSGI shall be reimbursed for actual, ordinary and necessary out-of-pocket expenses incurred pursuant to this Agreement on behalf of Foundation. These expenses shall be submitted on a monthly basis and shall be substantiated by appropriate written receipts and shall be approved where possible in advance by Foundation. Expenses shall not include general overhead costs, such as clerical and word processing, first class air travel or other expenses not acceptable to the State University System.

8. REPORTING/PROGRESS REPORTS. Dudley 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.

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

10. RECORDKEEPING, CERTIFICATION AND TRAINING. SSGI 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 Dudley's activities.

11. 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.

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 communication 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:

Chris Dudley
123 South Adams Street
Tallahassee FL 32301

Michael Morsberger
12424 Research Parkway
Suite 250
Orlando FL 32826

15. SUCCESSION AND ASSIGNMENT. Foundation and SSGI acknowledge that the services to be rendered by Dudley are unique and personal. Accordingly, SSGI 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.

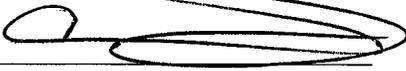
17. WAIVER. No failure or delay of any party to exercise any right or remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver by such party of any right or remedy pursuant thereto or contained therein. Either party may resort to one form of remedy without such remedy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

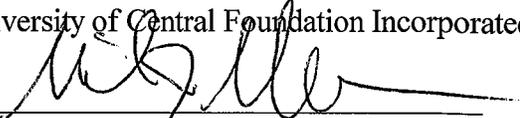
19. PUBLICITY. SSGI shall not use Foundation's name or release any information about this Agreement or the performance of representation hereunder in any publicity releases or advertising or for other promotional purposes without prior written approval of Foundation.

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

Southern Strategy Group Inc.

By: 
Christopher Dudley

University of Central Florida Incorporated

By: 
Michael Morsberger

Q:wsc/contracts/lobby-Dudley