

**UWF Foundation Inc.
Professional Services Agreement**

This Professional Services agreement ("Agreement") is entered into on the date last signed below (the "Effective Date") between the University of West Florida Foundation Inc., a Florida University direct-support organization hereinafter referred to as the "Foundation", and Flagler Strategies, LLC. a firm with its primary office located at 2000 Ponce De Leon Blvd, Suite 600, Coral Gables, FL 33134 hereinafter referred to as the "Contractor".

WHEREAS, the Foundation requires representation before the Florida legislature and the State's agencies; and

WHEREAS, that representation requires employment of Contractor for the purpose of providing lobbying and representational services at the State level;

WHEREAS, the Contractor agrees to provide such representation as the Foundation may require.

Now therefore, and in consideration of the following the parties hereto agree as follows:

1. Statement of Work

- a. The Foundation commissions the Contractor to provide the following services hereafter referred to as the "Services":
 - i. Contractor shall provide professional lobbying services before State of Florida government bodies, agencies, departments, offices and other ("State Government Entities") at the direction of the President of the Foundation or designee(s);
 - ii. Contractor shall secure sponsors for bills, codes, resolutions, amendment and/or any other legislation or regulation as necessary to accomplish the Foundation's legislative goals;
 - iii. Contractor shall effectively communicate the Foundation's priorities and issues to members of the State Government Entities, and identify any areas of potential concern or opportunity for obtaining passage of the Foundation's legislative priorities and other matters which, from time to time, may arise.
 - iv. Contractor shall consult with the President of the Foundation or designee(s) regarding any legislative or executive matter which may impact upon the Foundation, and take any necessary action, as determined by the President of the Foundation or designee(s);
 - v. Contractor shall submit written reports recording the activities of the Contractor and progress as to matters assigned under this Agreement, the Foundation's legislative priorities, and other issues as requested by the Foundation.

2. Period of Performance

- a. This Agreement shall be for a term of six (6) calendar months commencing on 1 January 2019 ("Effective Date"), and continuing through 30 June 2019 ("Term").

- b. This Agreement may be terminated for convenience by either party upon thirty (30) days written notice provided to other party.
- c. In the event that either party hereto shall commit any breach of or default in any of the terms or conditions of this Agreement, and also fail to remedy such default or breach within ten (10) days after written notice thereof from the other party hereto, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party to such effect, and such termination shall be effective as of the date of the receipt of such notice.

3. Payment Terms

- a. In exchange for the Services, the Foundation agrees to pay the Contractor at the rate of \$ 2500 .00 per calendar month during the Term of this Agreement.
- b. The total amount the Foundation agrees to pay for the Services during the Term is not to exceed \$ 15 ,000.00.

4. Independent Contractor

- a. In the performances of all of the Services hereunder, the Contractor shall be considered an independent contractor and, as such, shall not be entitled to any benefits applicable to employees of the Foundation.
- b. The Contractor is not authorized to bind the Foundation to any contracts or other legal obligations.

5. Representations and Warranties

- a. The Contractor hereby represents and warrants that:
 - i. the Contractor has full right and power to enter into this Agreement and perform the Services without the consent of any third party; and
 - ii. the Contractor shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement. In the event any of the terms of this Agreement are inconsistent with such laws, codes, rules, and regulations, the Agreement shall be construed to operate in conformity with the requirements of such laws, codes, rules and regulations.
 - iii. The Contractor agrees that each person engaged by the Contractor to provide Services pursuant to this Agreement shall have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein and to provide and perform such Service to the Foundation's satisfaction for the agreed compensation.
 - iv. The Contractor agrees that its duties, obligations, and the Services set forth herein shall be provided in a skillful and respectable manner.

6. Conflict of Interest

- a. In providing the Services under this Agreement, the Contractor expressly agrees that:
 - i. the Contractor will avoid activities which may conflict with its duties to the Foundation as described herein;

- ii. the Contractor does not have any personal financial interest in any entity, direct or indirect, with any member of the Foundation's Board, or any person who is employed by the Foundation;
- iii. as of the Effective Date of this Agreement, the Contractor does not represent any client whose interest is currently adverse to the interest of the Foundation;
- iv. the Contractor agrees that if, during the term of this Agreement, it determines that a client represented by the Contractor has or may potentially have an interest adverse to the interest of the Foundation, the Contractor shall immediately disclose such conflict of interest to the Foundation. Additionally, before proposing, advocating, or otherwise advancing any bill, code, legislation, administrative rule, regulation, or policy on behalf of any other client that may potentially impact the Foundation and its operations, the Contractor agrees disclose the representation to the Foundation.
- v. The Contractor agrees that in the event a conflict of interest arises during the performance of this Agreement, the Contractor shall disclose, in writing, the existence and nature of such conflict to the Foundation. Such disclosure shall occur immediately upon discovery of the conflict, but in no event shall disclosure be made more than three (3) days after the Contractor's discovery of the conflict and provide sufficient information concerning the conflict including, but not limited to, name of the client presenting the conflicting position, the nature of the conflict, and the extent to which Lobbyist is unable to provide the Services.
- vi. Upon receipt of such disclosure, the Foundation, in its sole discretion, shall take any appropriate action, up to and including termination of this Agreement.

7. Parties' Representatives.

- a. Foundation: Chief Financial Officer
UWF Foundation, Inc.
Pensacola, FL 32514-5750
850-474-3118
foundation@uwf.edu
- b. Contractor: Michael Cantens
2000 Ponce De Leon BLVD, Suite 600
Coral Gables, FL 33134

8. Additional Terms and Conditions:

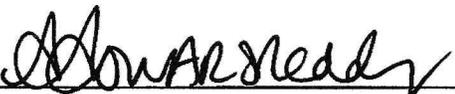
- a. **Assignment:** The Contractor may not, without the advance written approval of the Foundation, assign any right or delegate any duties under this Agreement.
- b. **Governing Law:** This Professional Services Agreement and all matters relating are governed by the laws of the State of Florida. Any provisions in this Agreement in conflict with such laws shall be void and of no effect. Any actions arising out of this Agreement shall be brought exclusively in the state or federal courts located in the Northern District of Florida.
- c. **Entire Agreement:** This Agreement embodies the entire agreement of the parties, and there are no other representations, promises, agreements, conditions or understandings, either oral or written, between the Foundation and Contractor other than as set forth herein. No amendments or changes to this Agreement, including without limitation,

changes in the Services, total estimated cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the parties.

- d. **Waiver of Breach or Default.** No failure to exercise or delay in exercising any right, power or remedy accruing to the Foundation on any breach or default of Contractor hereunder shall impair any such right, power of remedy, or be construed as a waiver of such breach or default or any other breach or default.
- e. **Authority.** Each person signing on behalf of the parties to this Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that this Agreement will constitute legal and binding obligations of such party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

UWF FOUNDATION, INC.

By:  Date: 12/14/18
Howard Reddy, ~~Interim~~ Vice President
UWF Foundation, Inc.

By: 
Andrew Romer, Senior Executive Specialist
Governmental Relations

CONTRACTOR:

By:  Date: 1/3/19
Printed Name: Michael Cantens
Title: Managing Member