

**AGREEMENT BETWEEN UNIVERSITY OF
FLORIDA FOUNDATION, INC. AND
HOPPING, GREEN & SAMS**

THIS AGREEMENT ("Agreement") is entered into and made effective as of November 1, 2018, ("Effective Date") between UNIVERSITY OF FLORIDA FOUNDATION, INC. ("FOUNDATION") and HOPPING, GREEN & SAMS ("HGS"), which are the parties.

WHEREAS, FOUNDATION, in support of the University of Florida ("University"), desires to engage the consulting services of HGS to advise FOUNDATION and the University with respect to certain governmental relations activities as identified by University's Vice President for Government and Community Relations.

WHEREAS, HGS, 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, HGS agree as follows:

1. **SCOPE OF ENGAGEMENT.** FOUNDATION engages HGS, and HGS agrees to be engaged by FOUNDATION, upon the terms and conditions herein set forth. Services performed by HGS will include consulting services in support of certain governmental relations activities as identified by University's Vice President for Government and Community Relations. The parties agree that the consultation services of HGS 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.
2. **TERM OF ENGAGEMENT.** The term of this Agreement will commence as of the Effective Date and will continue until October 31, 2019, subject to renewal by separate mutual agreement in writing of the parties, and to termination early as herein provided.

Foundation and HGS 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 HGS to cease providing services during that notice period. FOUNDATION may terminate this Agreement for cause, effective immediately, upon giving termination notice to HGS, if HGS violates any applicable laws, regulations or rules applicable to its business or its services under this Agreement (whether for FOUNDATION and University of Florida or other clients).

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 (\$5,500 multiplied by the number of full months included in the shortened term) plus 0 if the termination date is the last day of the month or plus an amount that equals (\$5,500, 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 is included in the term, and the denominator of which is the total number of days in that month), and (b) any unpaid expenses that are properly reimbursable to HGS 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 HGS to FOUNDATION, against reducing the compensation and expenses otherwise owed by FOUNDATION to HGS through the effective date of 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 HGS to another in-house or outside individual or entity providing similar services.

3. **INDEPENDENT CONTRACTOR.** HGS is retained by FOUNDATION only for the purposes and to the extent set forth in this Agreement. HGS'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 HGS or the manner and means by which HGS effects its services under this Agreement. HGS shall pay all contributions, taxes, and premiums payable under federal, state, and local laws.
4. **LIMITATION OF COMMITMENT TO AGREEMENT.** FOUNDATION and HGS acknowledge FOUNDATION'S desire that HGS devote reasonable time and attention to the services required by this Agreement; however, FOUNDATION also acknowledges that HGS must satisfy other professional commitments in addition to the covenants and promises made under this Agreement. Accordingly, FOUNDATION hereby agrees that HGS 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 issues as those for which HGS represents FOUNDATION and assists the University of Florida and does not conflict with the interests of FOUNDATION or the University of Florida.
5. **COMPENSATION.** FOUNDATION shall pay HGS for work performed pursuant to this Agreement a fee of SIXTY-SIX THOUSAND DOLLARS (\$66,000.00) for the 12-month term, in the manner described in Section 6 herein.
6. **BILLING.** FOUNDATION shall pay HGS \$66,000.00 in 12 monthly installments of \$5,500.00 each, at the end of each month during the term, upon receipt of a monthly invoice from HGS.
7. **EXPENSES.** HGS shall be reimbursed for actual, reasonable, and necessary out-of-pocket expenses incurred by it 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 THOUSAND DOLLARS (\$5,000.00) for each 12-month period

(November 1 – October 31) that this agreement is in effect. Expenses shall be submitted on a monthly basis, at the end of the month during the term, 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, HGS shall provide reports to Mark Kaplan, Vice President for Government and Community Relations, University of Florida.
9. **COMPLIANCE WITH LAW AND AGREEMENTS.** HGS represents and warrants that HGS may legally provide the services described herein and performance of the duties under this Agreement shall be in compliance with all applicable statutes, rules, and regulations. More specifically, HGS and all principals or employees who may engage in lobbying on behalf of FOUNDATION or the UNIVERSTIY OF FLORIDA shall properly register as a lobbyist in the Legislature and/or Executive Branch 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.** HGS 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 HGS'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.
 - 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.** All notices, consents, waivers, and approvals (collectively, "Notices") under this Agreement shall be deemed given only if made in writing, sent or delivered to the addresses or addressees of the FOUNDATION or HGS, as applicable, set forth below, with postage and delivery charges paid, by hand delivery or commercially recognized overnight delivery service (effective when delivery to the specified address is received or refused, as evidenced by a receipt of delivery or by a commercial courier's or delivery service's receipt stating delivery was refused), U.S. Certified Mail (effective when delivery to the specified address is made, as evidenced by the return receipt that shall be requested), or by email (effective upon receipt at specified email address, as evidenced by the receiving email account or an acknowledgement of receipt). Either party may change its addresses and addressees for Notices by giving written notice to the other party in accordance with this provision.

As to FOUNDATION: Susan Goffman
Executive Director, Legal Affairs
University of Florida Foundation, Inc.
P.O. Box 14425
Gainesville, FL 32604-2425

And

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

As to HGS: Hopping, Green & Sams
c/o Eileen Stuart
119 South Monroe Street, Suite 300
Tallahassee, FL 32301

14. **SUCCESSION AND ASSIGNMENT.** FOUNDATION and HGS acknowledge that the services to be rendered by HGS are unique and personal. Accordingly, HGS shall not transfer any or all of the rights, obligations, or interests under this Agreement and any attempt to do so shall be void. The Agreement shall inure to the benefit of and be binding upon FOUNDATION and its legal successors.
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.** HGS shall not use FOUNDATION'S or University's name or release any information about this Agreement or the performance of HGS 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, in multiple counterparts, which when all are executed and delivered shall constitute a single binding agreement; and electronic signatures shall be as effective and binding as manual signatures.

HOPPING, GREEN & SAMS

By:  11-1-18
Eileen Stuart Date
Shareholder

Hereto duly authorized

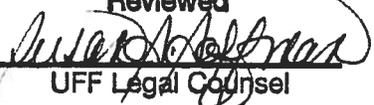
UNIVERSITY OF FLORIDA
FOUNDATION, INC

By: 
Karen Rice Date
Associate Vice President

Hereto duly authorized

ACKNOWLEDGED:

By:  10-31-18
Mark Kaplan Date
Vice President, Government and Community Relations
University of Florida

Reviewed

UFF Legal Counsel

