



August 1, 2018

LETTER OF AGREEMENT

Please let this serve as a Letter of Agreement between The P5 Group, LLC (P5) and Florida Atlantic University Foundation (FAUF) for the purpose of Legislative and Governmental Representation in Florida.

In the areas noted in the below scope of work, P5 employees have unique capabilities and attributes of value to and recognized by the FAUF.

P5 will provide strategic consulting for FAUF before the Florida Legislative and Executive branches of government.

Scope of Work

P5 and FAUF will agree upon the Scope of Work which will include, but not limited to the following:

- P5 will dedicate the necessary time, effort and resources in providing justification to legislative leadership of the importance of incorporating funding in the allocation and appropriations process for initiatives important to FAUF.
- P5 will work collectively with FAUF in instituting an "Advocacy Day" for FAUF membership to participate and actively engage in public policy discussions with their legislative officials.
- P5 believes that relationship building is a critical component to the long-term success of any organization. P5 will work collaboratively with FAUF to institute a "strategy for success" to formulate a multi-year plan to achieve favorable results.
- Ensure outreach and connection with the State Leadership including Cabinet, House and Senate.
- Develop and implement strategies of advocacy to elevate the presence of FAU with Florida's legislative delegation and to support FAU's legislative goals.
- Provide leadership with the University's legislative priorities in helping review and prioritize ideas that will be successful.
- Provide special counsel and guidance for HBOI and for research initiatives for the HBOI and Jupiter campuses with the goals being the expansion of science programs.

Term of Agreement

The term of this Agreement will commence as of August 1, 2018 and will continue month to month. Either party may terminate the agreement at any time, and without penalty.

Communication

The P5 Group realizes that communication is the key to the successful outcome of FAUF's legislative agenda. For reporting purposes, we will send updates as needed on issues as they take place. In addition, P5 will provide the following:

During the Legislative Session:

A written summary report shall be submitted at the end of each week detailing legislative action taken during the week, status of legislative issues, and anticipated action during the upcoming week.

Legislature not in Session:

Provide monthly reports during those months that the legislature is not in session on issues of interest or concern to FAUF. Reports will include number of hours worked, updates on current issues, and any new issues that we determine will be of interest to FAUF.

Compensation

FAUF shall pay P5 for work performed pursuant to this Agreement a fee of \$13,750 upon receipt of an invoice at the beginning of each month. P5 agrees to work a minimum of 5 hours per month on FAUF's legislative agenda, but anticipates spending considerably more time per month on the scope of work noted herein. FAUF shall reimburse P5 for actual, reasonable, and necessary out-of-pocket expenses incurred by P5 pursuant to this agreement. All expenses shall be agreed upon over and above \$250 per month. Expenses for travel to and from Tallahassee are already included in the monthly fee. P5 will follow the FAUF Disbursement Policy found at fauf.fau.edu/disbursements.

Ken Pruitt

The P5 Group, LLC

~~9/25/18~~

Date

David D. W.

Florida Atlantic
University Foundation

9/25/18

Date

9/25/18

FLORIDA ATLANTIC UNIVERSITY ADDENDUM

This Addendum is a part of the attached Contract between the Florida Atlantic University Foundation, Inc., referred to as "University," and P5 Group, referred to as "Vendor." This Addendum relates to Vendor providing contractual services as described in attached Contract.

The Parties to the attached Contract and Addendum, in consideration of the mutual covenants and stipulations set in Contract and Addendum, agree as follows:

- A. The Vendor is an independent contractor pursuant to Florida law. The Vendor assumes full responsibility for completion of the services, as provided in attached Contract:

- B. The Vendor agrees that bills and invoices for fees or other compensation for services or expenses shall cite the Contract and shall clearly identify the services, portion of services, and expenses for which compensation is sought.
- C. Each party assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and its own officers, employees and other agents. Vendor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with Vendor or otherwise acting or engaged to act at the instance of Vendor in furtherance of Vendor fulfilling Vendor's obligations under this Contract.
- D. Any amendments, alterations or modifications to this Contract must be signed or initialed and approved by all signatories of this Contract.
- E. The validity, construction and effect of the Contract shall be governed by the law of the State of Florida. In the event either party is required to obtain from any governmental authority any permit, license or authorization as a prerequisite to perform its obligations, the cost shall be borne by the party required to obtain such permit, license or authorization.
- F. Vendor may not, without the advance written approval of University, assign any right or delegate any duties under this contract, nor may it transfer, pledge, surrender or otherwise encumber or dispose of its interest in any portion of this Contract.
- G. Each term and condition of this Contract is material and any breach or default by Vendor in the performance of each such term and condition shall be a material breach of the entire Contract for which University shall have the right to terminate this Contract immediately upon notice to Vendor and without termination penalty to University.
- H. It is understood and agreed that nothing contained is intended, or should be

construed, as creating or establishing the relationship of partners between the parties, or as constituting Vendor as the agent or representative of University for any purpose in any manner whatsoever. Vendor is not authorized to bind University to any contracts or other obligations. Vendor shall not expressly or impliedly represent to any party that Vendor and University are partners or that Vendor is the agent or representative of University or of the Board of Trustees for any purpose or in any manner whatsoever.

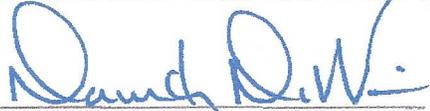
- I. Failure to exercise or delay in exercising any right, power or remedy accruing to University on any breach or default of Vendor shall not impair any such right, power or remedy, or be construed as a waiver of any such breach or default or of any similar breach or default occurring; nor shall any waiver of any single breach or default be construed as a waiver of any other breach or default occurring.
- J. All documents submitted as part of Vendor's offer are incorporated by this reference. In the event of inconsistency between such documents or attached Contract and the provisions of this Addendum, the provisions of this Addendum will govern. This Addendum and such documents embody the entire agreement of the parties, and there are no other representations, promises, agreements, conditions or understandings, either oral or written, between University and Vendor other than are set forth. No subsequent alterations, amendment, change or addition to this Addendum shall be binding upon either University or Vendor unless reduced to writing and signed by them and by direct reference made part hereto

IN WITNESS WHEREOF, the parties have caused this Contract to be executed.

P5 GROUP


Signature
President - P5 Group
Title
9-25-18
Date

FLORIDA ATLANTIC UNIVERSITY FOUNDATION


Signature
VP Institutional Advancement & CEO FAU Foundation
Title
9/25/18
Date


9/24/18