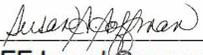


**AGREEMENT BETWEEN  
UNIVERSITY OF FLORIDA FOUNDATION, INC.  
AND  
BALLARD PARTNERS, INC.**

Reviewed

  
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UFF Legal Counsel

**THIS AGREEMENT** ("Agreement") is entered into and made effective as of the First (1st) day of January, 2019 ("Effective Date"), between UNIVERSITY OF FLORIDA FOUNDATION, INC. ("FOUNDATION"), and BALLARD PARTNERS, INC. ("BPI"), which are the parties.

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

**WHEREAS**, BPI 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, the receipt and sufficiency of which are hereby acknowledged, FOUNDATION and BPI agree as follows:

1. **SCOPE OF ENGAGEMENT.** FOUNDATION engages BPI, and BPI agrees to be engaged by FOUNDATION, upon the terms and conditions hereinafter set forth. Services performed by BPI will include consulting services in support of certain governmental relations activities as identified by University's Vice President for Government & Community Relations. The parties agree that the consultation services of BPI 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 December 31, 2019, subject to renewal by separate mutual agreement in writing of the parties, and to termination early as herein provided.

FOUNDATION and BPI 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 BPI to cease providing services during that notice period. FOUNDATION may terminate this Agreement for cause, effective immediately, upon giving termination notice to BPI, if BPI violates any applicable laws, regulations or rules applicable to its services under this Agreement.

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 (\$6,250 multiplied by the number of full months included in the shortened term) plus 0 if the termination date is the last day of a month or plus an amount that equals (\$6,250 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 the denominator of which is the total number of days in that partial month included in the term), and (b) any unpaid expenses that are properly reimbursable to BPI 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 BPI to FOUNDATION, against and reducing the compensation and expenses otherwise owed by FOUNDATION to BPI through the effective date of termination.

In the event of an early termination, BPI may not represent another client, on the same issues as those for which it represented FOUNDATION or assisted the University of Florida under this Agreement, or whose interests conflict with the FOUNDATION'S or University of Florida's, for the remainder of the original term of this Agreement (i.e., the term that would have been without early termination) and this obligation shall survive early 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 SBM to another individual or entity providing similar services.

3. **INDEPENDENT CONTRACTOR.** BPI is retained by FOUNDATION only for the purposes and to the extent set forth in this Agreement. BPI'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 BPI or the manner and means by which BPI affects its services under this Agreement. BPI shall pay all contributions, taxes, and premiums payable under federal, state, and local laws.
  
4. **LIMITATION OF COMMITMENT TO AGREEMENT.** FOUNDATION and BPI acknowledge FOUNDATION'S desire that BPI devote reasonable time and attention to the services required by this Agreement; however, FOUNDATION also acknowledges that BPI must satisfy other commitments of its business employment in addition to the covenants and promises made under this Agreement. Accordingly, FOUNDATION hereby agrees that BPI 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 issue as those for which BPI represented FOUNDATION and assisted the University of Florida does not conflict with the interests of FOUNDATION or the University of Florida.

5. **COMPENSATION.** FOUNDATION shall pay BPI for work performed pursuant to this Agreement a fee of SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$6,250.00), per month, for the term of this Agreement, in the manner described in Section 6 herein.
6. **BILLING.** FOUNDATION shall compensate BPI in monthly installments upon receipt of an invoice following each month of service.
7. **EXPENSES.** BPI shall be reimbursed for actual, reasonable, and necessary out-of-pocket expenses incurred by BPI 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 percent (5%) of the compensation paid to BPI. Expenses shall be submitted on a monthly basis 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, BPI shall provide reports to Mark Kaplan, Vice President for Government & Community Relations, University of Florida.
9. **COMPLIANCE WITH LAW AND AGREEMENTS.** BPI represents and warrants that it may legally provide the services described herein and performance of the duties under this Agreement shall be in compliance with all applicable statutes, rules, regulations, and agreements to which BPI is a party or to which she is bound. More specifically, BPI shall properly register as a lobbyist representing FOUNDATION in the Legislature 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.** BPI 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 BPI'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.** Any notice or other communication issued pursuant to this Agreement shall be in writing, unless stated otherwise herein, and shall be considered to be received five (5) days following deposit of the same in the United States mail, return receipt requested, priority postage prepaid, addressed to:

As to FOUNDATION:           Mark Kaplan  
  Vice President for Government &Community Relations  
  P. O. Box 113157  
  University of Florida  
  Gainesville, FL 32611-3157

As to BPI:                        Ballard Partners, Inc.  
  201 East Park Avenue  
  5<sup>th</sup> Floor  
  Tallahassee, FL 32301

14. **SUCCESSION AND ASSIGNMENT.** FOUNDATION and BPI acknowledge that the services to be rendered by BPI are unique and personal. Accordingly, BPI 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 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.** BPI shall not use FOUNDATION'S or University's name or release any information about this Agreement or the performance of BPI 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.

BALLARD PARTNERS, INC.

UNIVERSITY OF FLORIDA  
FOUNDATION, INC.

 3/4/2019  
Date

Brian Ballard  
President  
Hereto duly authorized

By:  03/07/2019  
Date

Karen Rice  
Associate Vice President  
Hereto duly authorized

**ACKNOWLEDGED:**

 3-4-19  
Date

Mark Kaplan  
Vice President for Government &  
Community Relations, University of Florida