

**AGREEMENT BETWEEN UNIVERSITY OF
FLORIDA FOUNDATION, INC. AND
SMITH, BRYAN & MYERS**

THIS AGREEMENT ("Agreement") is entered into and made effective as of the First day of January 2023 ("Effective Date"), between UNIVERSITY OF FLORIDA FOUNDATION, INC. ("FOUNDATION"), and SMITH, BRYAN & MYERS ("SBM"), which are the parties.

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

WHEREAS, SBM, 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, SBM agree as follows:

1. SCOPE OF ENGAGEMENT. FOUNDATION engages SBM, and SBM agrees to be engaged by FOUNDATION, upon the terms and conditions hereinafter set forth. Services performed by SBM 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 SBM 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, 2023, subject to renewal by separate mutual agreement in writing of the parties, and to termination early as herein provided.

FOUNDATION and SBM 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 SBM to cease providing services during that notice period. FOUNDATION may terminate this Agreement for cause, effective immediately, upon giving termination notice to SBM, if SBM 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 (\$8,333.33 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 (\$8,333.33 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 SBM 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 SBM to FOUNDATION, against and reducing the compensation and expenses otherwise owed by FOUNDATION to SBM 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 SBM to another in-house or outside individual or entity providing similar services.

3. INDEPENDENT CONTRACTOR. SBM is retained by FOUNDATION only for the purposes and to the extent set forth in this Agreement. SBM'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 SBM or the manner and means by which SBM effects its services under this Agreement. SBM shall pay all contributions, taxes, and premiums payable under federal, state, and local laws.
4. LIMITATION OF COMMITMENT TO AGREEMENT. FOUNDATION and SBM acknowledge FOUNDATION'S desire that SBM devote reasonable time and attention to the services required by this Agreement; however, FOUNDATION also acknowledges that SBM must satisfy other professional commitments in addition to the covenants and promises made under this Agreement. Accordingly, FOUNDATION hereby agrees that SBM 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 SBM 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 SBM for work performed pursuant to this Agreement a fee of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for the 12-month term, in the manner described in Section 6 herein.
6. BILLING. FOUNDATION shall pay SBM \$100,000.00 in 12 monthly installments of \$8,333.33 each, at the end of each month during the term, upon receipt of a monthly invoice from SBM.
7. EXPENSES. SBM 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 (January 1 – December 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, SBM shall provide reports to Mark Kaplan, Vice President for Government & Community Relations, University of Florida.
9. COMPLIANCE WITH LAW AND AGREEMENTS. SBM represents and warrants that SBM 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, SBM and all principals or employees who may engage in lobbying on behalf of FOUNDATION or the UNIVERSITY OF FLORIDA shall properly register as a lobbyist 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. SBM agrees to take such actions as are necessary to ensure 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 SBM'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 and addressees of the Foundation or SBM, 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 e-mail (effective upon receipt at the 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: Mark Kaplan
Vice President for Government & Community Relations
P. O. Box 113157
University of Florida
Gainesville, FL 32611-3157

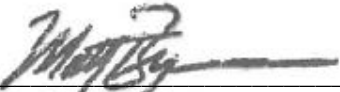
As to SBM: Smith, Bryan & Myers
c/o Matt Bryan
311 East Park Avenue
Tallahassee, FL 32301


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


SMITH, BRYAN & MYERS

UNIVERSITY OF FLORIDA
FOUNDATION, INC.

By:  12/13/22
Matthew Bryan Date
Its: Consultant
Hereunto duly authorized

By:  12/16/2022 | 3:22 PM EST
David M. Christie Date
Associate Vice President

ACKNOWLEDGED:

 12/13/2022
Mark Kaplan Date
Vice President for Government &
Community Relations, University of Florida

Reviewed


Susan Goffman
Legal Counsel