



JACKSONVILLE OFFICE

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thesouthern.com

October 6, 2022

Cleve Warren
Executive Director, Chief Investment Officer
Florida State College at Jacksonville Foundation
501 West State Street
Jacksonville, FL 32202

Dear Mr. Warren:

Thank you very much for your interest in The Southern Group of Florida, Inc. (The Southern Group). We appreciate the opportunity to provide lobbying services to Florida State College at Jacksonville Foundation, Inc. (the Foundation); a Direct Support Organizations (DSO) of Florida State College at Jacksonville (the College) in Florida. The Southern Group is committed to providing the highest level of service in furtherance of your goals. This agreement will describe the terms under which that representation will occur.

You have asked that we represent the Foundation before the City of Jacksonville and State Government (executive and legislative) on issues related to the Foundation, and/or the College. As part of our scope of services, The Southern Group will provide reports summarizing relevant education related matters before the State Board of Education and legislative committees. The entire team of The Southern Group's lobbyists will be available to advance the Foundation's interests. You may wish to review in detail the qualifications of the team at www.thesouthern.com. However, in order to ensure that your needs are efficiently and fully addressed, I will be the primary contact for this representation. If I should ever be unavailable, I would encourage you to contact Taylor Mejia. Our contact information is reflected on the attached sheet.

In exchange for these services, the Foundation has agreed to pay The Southern Group, \$5,000 per month beginning October 1, 2022. The Southern Group will send an invoice on the first of each month for the current month's services and payment is due by the end of each month. Our preferred method of payment is ACH or wire transfer. Otherwise, all payments should be remitted to P.O. Box 10570, Tallahassee, FL 32302. This Agreement is for a 12-month term and will automatically renew annually for additional 12-month terms unless terminated in writing by either party at least 30 days prior to the expiration thereof. The Foundation may terminate this Agreement prior to the expiration thereof and all fees then due and owing, in addition to all fees due and owing for the remainder of the term of

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the Agreement, shall be paid within 30 days. Costs directly attributable to the performance of this work will be billed in addition to the monthly retainer, and these costs may include travel, lobbyist registration fees, and other expenses incurred on the Foundation's behalf. No monthly costs that in the aggregate exceed \$500 will be incurred without your prior approval.

Also, by signing below, you agree that you will complete any forms necessary to comply with lobbyist registration requirements under Florida law that may arise as a result of our representation of the Foundation during the term of this contract or after its termination should reporting periods overlap.

Please be aware that Florida has a lobbying fee disclosure law that requires quarterly disclosure of fees. It should also be noted that The Southern Group has affiliated offices in other states and within the state of Florida. The Southern Group has a policy of declining representation of clients when that representation would immediately create a direct conflict with other clients that The Southern Group currently represents. You have retained The Southern Group for representation in Florida, and we know of no conflicts with our current clients. In order to ensure the candor and trust in our relationship that forms the basis of effective representation, it is the policy of The Southern Group to keep confidential within each office all information about your business interests and strategies.

In addition, we understand that you require that the following terms apply to our relationship:

- The Southern Group and the Foundation shall keep accurate records as to performance of all services performed under this Agreement, and of all transactions relating to this Agreement. The Southern Group agrees to keep such records and make such reports and certifications as the Foundation may from time-to-time request in connection with requirements imposed on the Foundation by any laws, regulations and other requirements of any government or regulating body, including any agency of the State of Florida or the U.S. Government. The Southern Group acknowledges that the Foundation may have obligations with respect to The Southern Group's activities under various lobbying, ethics, and other laws and regulations, and The Southern Group agrees to take such actions as are reasonably necessary to ensure that the Foundation is in compliance with such laws and regulations.
- The Southern Group acknowledges that in the course of performing services, the Foundation may communicate information that will enable The Southern Group to perform services effectively. The Southern Group agrees to retain and maintain in strict confidence, any and all confidential information. The obligations of The Southern Group pursuant to this section shall continue, notwithstanding the expiration of this Agreement.

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- This Agreement is subject to the laws of the State of Florida, and any provisions herein, in conflict therewith, shall be void and of no effect. The Southern Group and the Foundation hereby agree that venue shall be in Duval County, Florida.

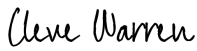
I believe the above reflects our understanding. If it does, please sign this agreement and return with the completed client information, which is enclosed. I appreciate your attention to this matter and look forward to working with you. Please never hesitate to contact me if we can assist the Foundation in any way.

Sincerely,



Sheela VanHoose

Enclosures

DocuSigned by:

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For Florida State College at Jacksonville Foundation

10/6/2022

Date