

**UNIVERSITY OF NORTH FLORIDA
CONSULTING SERVICES AGREEMENT**

This Services Agreement ("Agreement") is made as of this 31st day of May, 2023, by and between **THE UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES**, a public body corporate of the State of Florida ("UNF"), whose mailing address is 1 UNF Drive, Jacksonville, Florida 32224, and The Southern Group of Florida, Inc., a Florida Corporation [entity status/State/Commonwealth of existence], whose mailing address is PO Box 10570, Tallahassee, FL 32302 ("CONSULTANT").

In consideration of the mutual promises contained in this Agreement, UNF and CONSULTANT agree as follows:

1. DESCRIPTION OF SERVICES. CONSULTANT will provide to UNF the following Services:

As set forth in Exhibit "B," which is attached hereto and incorporated by reference.

ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, THIS AGREEMENT IS A CONTRACT TO PROVIDE CONSULTANT'S PERSONAL SERVICES, AND THE PARTIES AGREE THAT CONSULTANT IS NOT AUTHORIZED TO EMPLOY THE SERVICES OF THIRD PERSONS IN PERFORMING THE SERVICES UNLESS AGREED BY UNF IN A SEPARATE ADDENDUM TO THIS AGREEMENT.

2. TERM: This Agreement will begin on May 16, 2023 and will expire on May 31, 2024, except as otherwise provided in Exhibit A to this Agreement.

3. COMPENSATION: UNF will compensate CONSULTANT for providing the Services described above on the following basis: A fee of \$5,000 per month for a total of \$60,000.

4. TERMS AND CONDITIONS: CONSULTANT has read and understands and agrees to the Terms and Conditions in Exhibit A, which is attached hereto and incorporated by reference, and accepts this Agreement by signing and returning the Agreement, or by commencing performance of the Agreement.

CONSULTANT's NAME: David Browning
Address: PO Box 10570, Tallahassee, FL 32302
City, State, Zip Code: Tallahassee, FL 32302
Phone: 850.671.4401
Facsimile: 850.671.4402


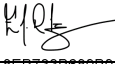
<p>CONSULTANT</p> <p>By  _____ SIGNATURE</p> <p>Name <u>David Browning</u> _____ PRINTED</p> <p>TITLE: <u>Partner</u> _____</p> <p>Date: _____</p>	<p>UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES</p> <p>Signed by:</p> <p>By  _____ SIGNATURE</p> <p>Name <u>Eric Dickey</u> _____ PRINTED</p> <p>TITLE: <u>Chief Procurement Officer</u> _____</p> <p>Date: <u>7/12/2023</u></p>
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EXHIBIT A

1. STATUS OF THE PARTIES. CONSULTANT is an independent contractor and is not an agent, representative or joint venture partner of UNF. CONSULTANT cannot enter into any contract or commitment on behalf of UNF and is solely responsible for making all payments to and on behalf of its employees, suppliers and subcontractors including those required by law and have no power to obligate or bind UNF or the State of Florida in any manner whatsoever. Neither UNF nor the State of Florida is liable for any debts or other liabilities whatsoever of CONSULTANT. The Services do not and will not constitute construction, engineering, architectural or other similar services, services to improve or modify real property, or any other services relating to construction or improvements upon real property.

2. TERM. This Agreement will commence and expire as of the dates set forth above unless sooner terminated in accordance with the provisions herein. Upon the effective date of any termination or the expiration of this Agreement, CONSULTANT will immediately discontinue all Services under this Agreement, unless UNF expressly consents to a continuation of Services. Upon termination, CONSULTANT will return all copies of UNF data, records, equipment, supplies, or other materials or property belonging to UNF, and CONSULTANT will deliver to UNF all work in progress, including incomplete work.

3. WARRANTIES. CONSULTANT warrants and represents to UNF that:

- A. CONSULTANT has the experience and abilities necessary to perform all required services with a high standard of quality and that: (i) the Services will conform in all material respects with the specifications set forth in this Agreement; and (ii) the Services will be provided to UNF on a best efforts basis in a timely, professional and workmanlike manner, and notwithstanding Section 3.B below, with the degree of care and expertise as is standard for the provision of the Services in accordance with industry practices.
- B. Services will be performed in a workmanlike and professional manner and all services, labor, equipment, and materials furnished will be as represented by CONSULTANT, suitable for UNF's purposes and in conformity with any performance criteria provided to CONSULTANT.
- C. CONSULTANT has the right to enter into and fully perform this Agreement, and no service, equipment, or materials or reports furnished to UNF will in any way infringe upon or violate any applicable law, rule or regulation, any contract with third party or any rights of any third party, including without limitation, rights of patent, trade secret, trademark or copyrights;
- D. With respect to all individuals CONSULTANT uses to perform the Services, CONSULTANT will make all appropriate tax payments and tax withholdings and has verified that such individuals are legally able to work in the United States and that to its best information and belief, CONSULTANT'S third party subcontractors are making all appropriate tax payments and tax withholdings and has verified that such individuals are legally able to work in the United States;
- E. If CONSULTANT is permitted by UNF to use other individuals to perform this Agreement, CONSULTANT is not utilizing child or illegal immigrant labor, paying unreasonable low wages or maintaining unsafe working conditions with respect to the Services it is providing to UNF, and that to CONSULTANT's best information and belief, CONSULTANT's third party subcontractors are not utilizing child or illegal immigrant labor, paying unreasonable low wages or maintaining unsafe working conditions with respect to the Services;
- F. CONSULTANT is adequately capitalized and has sufficient reserves to pay all of CONSULTANT's subcontractors, employees, suppliers, and other third parties in the ordinary course of its business without regard to or reliance upon the payments to be made hereunder by UNF.
- G. CONSULTANT has not been convicted of a public entity crime.

4. OBLIGATIONS.

- A. CONSULTANT is responsible for the direct control and supervision of CONSULTANT's assistants, employees, subcontractors and suppliers in the performance of the Services.
- B. CONSULTANT will be readily accessible personnel to address and resolve any inquiries, concerns or complaints UNF may have about the Services.
- C. CONSULTANT must direct all of its inquiries about the Services to Heather Duncan, and is not entitled to rely upon any oral or written statements that may be offered by any other employee of UNF.

- D. Except for the authorized UNF officer executing this Agreement, no other UNF employee is authorized to explain, modify or alter any of the requirements set forth herein, and only then upon a writing signed by such authorized UNF officer.
- E. No liens, claims of lien, or any other similar encumbrances may be filed against the property of UNF or of UNF's lessors for CONSULTANT's failure to pay its assistants, laborers, employees, subcontractors, suppliers, or any other third parties.

5. INTELLECTUAL PROPERTY:

- A. In this Agreement, "Intellectual Property" means all works, including literary works, including new course outlines, objectives and content, and self studies, pictorial, graphic and sculptural works, architectural works, works of visual art, and any other work that may be the subject matter of copyright protection, advertising and marketing concepts; trademarks, designs, logos, service marks, trade dress, trade names, information; data; formulas; designs; models; drawings, computer programs, including all documentation, related listings, design specifications, and flowcharts, trade secrets; and any inventions, including all processes, machines, manufactures and compositions of matter and any other invention that may be the subject matter of patent protection; and all statutory protection obtained or obtainable thereon. CONSULTANT acknowledges that the work product produced herein, upon its creation, is a "Work-made-for-hire" as that term is defined in the Copyright Act of 1976. If it should be determined that this work cannot constitute a "Work-made-for-hire", then CONSULTANT hereby assigns to UNF all worldwide right, title and interest in and to Intellectual Property created, made, conceived, reduced to practice or authored by CONSULTANT, or any persons provided by CONSULTANT either solely or jointly with others, in connection with the performance of this Agreement or with the use of information, materials or facilities of UNF received by CONSULTANT during the term of this Agreement. UNF shall be free to make, have made, use, offer for sale, sell, modify, translate, or import products utilizing the Intellectual Property assigned to UNF.
- B. CONSULTANT must promptly disclose to UNF all Intellectual Property created by CONSULTANT during the Term of this Agreement.
- C. CONSULTANT must execute or cause to be executed, all documents and perform such acts as may be necessary, useful or convenient to secure or enforce for UNF statutory protection including, patent, trademark, trade secret or copyright protection throughout the world for all Intellectual Property assigned to UNF pursuant to this Section. In addition, any Intellectual Property, which qualifies as a work made for hire under the US Copyright laws, must be a *work for hire* and are owned by UNF.
- D. CONSULTANT retains ownership of all Intellectual Property made and clearly documented as having been made solely by CONSULTANT prior to the date of this Agreement.

6. COPYRIGHTED MATERIALS. If, CONSULTANT uses copyrighted works in providing the Services, CONSULTANT agrees to obtain the necessary release forms and provide UNF with an executed original of the release(s) for UNF's files, with CONSULTANT paying any additional expenses incurred therewith.

7. TERMINATION. Either party may terminate this Agreement if the other party breaches any material term or condition of this Agreement, and fails to cure such breach within thirty (30) days of receiving notice of such breach from the non-breaching party. Either party may terminate this Agreement immediately upon written notice if the other party becomes insolvent or otherwise fails to pay its subcontractors, suppliers, or employees in accordance with agreed terms or as required under this Agreement, suffers the filing of a lien or other encumbrance upon the property of the terminating party, becomes a subject of or party to any legal, quasi-legal, or administrative investigation or proceeding relating to its hiring, employment, environmental, or safety practices, or becomes a party to a bankruptcy proceeding that is not dismissed within 60 days.

8. INDEMNITY; INSURANCE. Except to the extent caused by the negligence of UNF, CONSULTANT will defend, indemnify and hold harmless UNF, its agents, officers, and employees, from all losses including attorneys' fees and court costs incurred by, or claims made against, UNF, its agents, officers, and employees, as a result of CONSULTANT's performance under this Agreement and/or CONSULTANT's breach of the representations or warranties herein. This indemnity does not limit any other obligation of CONSULTANT to indemnify UNF existing pursuant to law. Nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agencies, agents or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida, its agencies, agents and public bodies corporate beyond the waiver provided in § 768.28, Florida Statutes.

CONSULTANT shall maintain blanket professional liability insurance in the amount of \$1,000,000.00 and commercial general liability insurance in the amounts of \$1,000,000 per occurrence/\$2,000,000 aggregate (including Products and Completed Operations coverage) with a company or companies lawfully authorized to do business in Florida, and with an A.M. Best Rating of no less than A, VIII. All insurance policies shall be issued and countersigned by duly authorized representatives of such companies and shall be written on ISO standard forms or their equivalents. The insurance policies shall require that the insurer provide at least thirty (30) days written notice to Owner if a policy is to be canceled or the coverage thereunder reduced before the expiration date thereof. CONSULTANT shall provide Owner with a copy of a written endorsement to the policy evidencing the same and naming UNF and the State of Florida, their employees, officers and agents additional insureds under the policy. The deductible under such insurance shall be the responsibility of CONSULTANT and shall not exceed \$50,000. A certificate of insurance evidencing such coverage shall be filed with, and approved by, the Owner prior to commencement of the Services. Compliance with insurance requirements shall not relieve the CONSULTANT of any responsibility to indemnify the Owner for any liability to the Owner as specified in any other provision of the Contract, and the Owner shall be entitled to pursue any remedy in law or equity if the CONSULTANT fails to comply herewith. Indemnity obligations specified in this Agreement shall not be negated or reduced by virtue of any insurance carrier's (i) denial of insurance coverage for the occurrence or event which is the subject matter of the claim; or (ii) refusal to defend any additional insured.

9. PUBLIC RECORDS. CONSULTANT will allow public access to all records, documents, papers, letters or other material subject to the provision of Florida's Public Records law, Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement. Refusal by CONSULTANT to allow such public access will be grounds for unilateral cancellation of this Agreement by unfit and for imposition of any remedy or penalty available under law. CONSULTANT will indemnify, defend and hold harmless UNF and the State of Florida, and their officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney's fees, that relate to any public records which CONSULTANT maintained or should have maintained in conjunction with this Agreement, or that relate to any public records which CONSULTANT failed to produce or copy in response to a public records request.

IF THE CONTRACTING PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTING PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT UNF'S OFFICE OF THE GENERAL COUNSEL, 904-620-2828, generalcounsel@unf.edu, 1 UNF Dr. 1/2100, Jacksonville, FL 32224.

To the extent applicable, (i) the party contracting with UNF will comply with all obligations imposed on contractors set forth in Florida Statutes Section 119.0701(2)(b), relating to public records, and (ii) the parties will be governed by and comply with the protocol established in Florida Statutes Section 119.0701(3) for public records requests.

10. TRAVEL EXPENSES. Travel expenses are reimbursable to CONSULTANT only where UNF has agreed in writing that CONSULTANT's fee for services is not all-inclusive and that UNF will fund such travel in addition to CONSULTANT's fee. Reimbursement of travel expenses is subject to the limitations of Florida Statutes Section 112.061.

11. CONFLICTS OF INTEREST. In accordance with the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes (Part III), CONSULTANT shall not hire, and shall not permit any subcontractor or other person, firm or business entity with whom CONSULTANT is engaged in a combined effort to perform this agreement, to hire any person who is a University officer or employee, unless UNF consents in writing after full written disclosure of the surrounding facts. No officer or employee of UNF shall have a financial interest, direct or indirect, in this contract unless UNF consents in writing after full written disclosure of the surrounding facts. If CONSULTANT is an employee of any agency or entity of the State of Florida, CONSULTANT must attach a completed dual compensation form evidencing approval by CONSULTANT's primary employer.

12. ASSIGNMENT, DELEGATION AND SUBCONTRACTS. CONSULTANT shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of UNF. None of the Services shall be delegated or subcontracted by CONSULTANT without the prior written consent of UNF.

13. FUNDING AVAILABILITY. Obligations of UNF under this Agreement are subject to the availability of funds lawfully appropriated annually for its purposes by the legislature of the State of Florida.

14. UNIVERSITY. The University of North Florida is a constituent member of the Florida state university system existing pursuant to Section 7, Article IX of the Constitution of the State of Florida and is administered by UNF, a public body corporate, pursuant to said Section and Florida Statutes Section 1001.72.

15. PROMPT PAYMENT. If a check in payment of an invoice is not issued within forty (40) days after receipt of a proper invoice and receipt, inspection and approval of the goods and services, UNF will pay to CONSULTANT, in addition to the amount of the invoice, an interest penalty at the rate established pursuant to Section 55.03(1), Florida Statutes. Such interest will be calculated on the unpaid balance from the expiration of such 40-day period until such time as the payment is issued to CONSULTANT. Any interest penalty in excess of \$1.00 will be processed within 15 days after issuing the payment unless there are exigent circumstances. The provisions of this paragraph apply only to undisputed amounts for which payment has been authorized. A Vendor Ombudsman has been established within the Department of Banking and Finance whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (904) 488-2924, or by calling the State Comptroller's Hotline, 1-800-848-3792.

16. MISCELLANEOUS.

16.1. GOVERNING LAW AND EXCLUSIVE JURISDICTION. The laws of the State of Florida, U.S.A., govern this Agreement without reference to any conflict of law principles. The parties hereby consent to the exclusive jurisdiction and venue of the Circuit Court of Duval County, Florida for the resolution of any disputes hereunder.

16.2. COMPLIANCE WITH LAWS. CONSULTANT warrants that it will comply with the provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act and all other applicable Executive, federal, state, county and local laws, ordinances, regulations and codes (as adopted or amended from time to time) applicable to CONSULTANT's performance of the Services.

16.3 NOTICES. Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by registered or certified mail, with postage prepaid and return receipts requested. Mail notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement. However, each party may change the address for receipts of notice by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated upon receipt, as evidenced in the return receipt.

16.4. ENTIRE AGREEMENT. This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of Services by CONSULTANT for UNF and contains all of the covenants and agreements between the parties with respect to the rendering of these Services in any manner whatsoever. Each party acknowledges that no representations, by either party, or by any one acting on behalf of either party, unless specifically authorized, and that are not embodied in this Agreement or subsequent Amendment are not part of this Agreement. A fully executed written contract is a condition precedent to the obligations of the parties to perform hereunder. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

16.5. SEVERABILITY. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

16.6. WAIVER. Waiver of a breach of this Agreement shall not constitute waiver of another breach. Failure to enforce a provision of this Agreement does not constitute a waiver or create an estoppel from enforcing such provision. Any waiver of a provision of this Agreement is not be binding unless such waiver is in writing and signed by the waiving party.

16.7. ASSIGNMENT. CONSULTANT cannot assign this Agreement or any part thereof without the prior written consent of UNF, which may be withheld in UNF's sole discretion. No assignment will relieve CONSULTANT of the responsibility for performance of any obligation under this Agreement. CONSULTANT may not assign the right to receive payment from UNF to any assistant, employee, subcontractor or supplier. CONSULTANT is solely responsible for making necessary payments to its assistants, employees, subcontractors, or suppliers.

16.8. FORCE MAJEURE. UNF or CONSULTANT shall not be responsible for its default, delay or failure to perform any terms or conditions herein when failure to perform is due to causes beyond such party's reasonable control including, but not limited to: civil unrest, strike, lockout, flood, action or in action of governmental authorities, epidemic, war, embargo, fire, earthquake, hurricane, windstorm, act of God or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused delay, default or force majeure.

16.9. HEADINGS. The headings and captions of this Agreement are inserted for reference convenience and do not define, limit or describe the scope or intent of the terms of the applicable provisions.

16.10. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be an original, but which together shall constitute one and the same instrument. Facsimile signatures are acceptable as original signatures on this Agreement.

EXHIBIT B

SERVICES

A. Coordinate with UNF Government & Community Relations and its Jacksonville-based consultants on development and implementation of a legislative plan of action and strategy for funding requests and priorities.

B. Maintain close and consistent communication with UNF GOvernment Relations to effectively define expectations and successfully achieve UNF's legislative goals and priorities.

C. Facilitate meetings with key State legislators and officials as needed tduring the legislative session and throughout the year.