

CONTRACT FOR SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 2023, by and between the FLORIDA PREPAID COLLEGE FOUNDATION, INC., (the "Foundation") and THE SOUTHERN GROUP OF FLORIDA, INC. (the "Firm"), a Florida corporation.

WITNESSETH:

WHEREAS, the Foundation has determined that it is in need of certain governmental consulting services, as described herein, related to the Foundation, the Stanley Tate Project STARS Program ("Project STARS"), the Stanley G. Tate Florida Prepaid College Program (also known as the Florida Prepaid College Plan; the "Prepaid Plan") and the Florida College Savings Program (also known as the Florida 529 Savings Plan, the "Savings Plan"); and

WHEREAS, the Foundation has determined that the Firm has the expertise and ability to faithfully perform such services.

NOW, THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

GOVERNMENTAL CONSULTING SERVICES

1. Scope of Services. The Foundation hereby retains the Firm to provide the Foundation with:

A. Governmental consulting services, including, but not limited to, monitoring of and reporting on Executive Branch activity and legislative activity affecting the Foundation, Project STARS, the Prepaid Plan and the Savings Plan, as well as implementation of activities and strategies designed to benefit the Foundation, as required by the Foundation.

B. Representatives of the Firm are expected to attend all meetings of the Board of Directors of the Foundation and of the Florida Prepaid College Board and its committees.

C. The Firm is expected to employ such persons as may be required to assist in providing the governmental consulting services required by the terms of this Agreement.

2. **Representations and Warranties.** The Firm warrants and covenants that it has been duly authorized to operate and do business in all places where it will be required to conduct business under this Agreement; it has obtained, at no cost to the Foundation, all necessary licenses, registrations and permits required in connection with this Agreement and the Firm's performance of this Agreement; it has no present interest, nor shall acquire any interest, which would conflict in any manner with its duties and obligation under this Agreement; and it will fully comply with all laws, decrees, labor standards and regulations of its domicile and wherever performance occurs during the performance of this Agreement.

DURATION AND CONSIDERATION

3. **Duration.** This Agreement shall take effect on July 1, 2023 and continue until June 30, 2024.

4. **Hourly Rate/Expenses.** The Firm shall be compensated by the Foundation at a flat rate of FIVE THOUSAND DOLLARS (\$5,000.00) per month. This amount does not include expenses; however, expenses shall be limited to a total of not more than TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) during the term of this Agreement. The Firm will keep track of all expenses incurred, such as long-distance charges, postage, photocopying, Federal Express, etc., and submit itemized expenses with each billing statement, as required by Paragraph 6 of this Agreement. Except as otherwise provided in Paragraph 5 of this Agreement regarding "Travel

Expenses,” the Firm shall not be required to obtain the advance authorization of the Foundation prior to incurring reasonable and necessary expenses.

SPECIAL CONDITIONS

5. **Travel Expenses.** From time to time, it may become necessary for the Firm to incur travel expenses when performing services on behalf of the Foundation pursuant to the terms of this Agreement. Any expenses incurred by the Firm for travel must be authorized by the Foundation in advance. Travel expenses will be reimbursed to the Firm at a rate not to exceed that which is payable to state employees for travel and per diem as prescribed by Section 112.061, Florida Statutes, and shall be submitted in accordance with said Section.

6. **Invoices.** Any invoice submitted by the Firm to the Foundation for payment must be in sufficient detail to ensure proper pre-audit and post-audit thereof. The Firm shall submit its invoices monthly. The first monthly invoice shall be submitted on or after August 1, 2023, for the month of July 2023. The Foundation shall remit all payments to P.O. Box 10570, Tallahassee, FL 32302.

7. **Performance/Termination.** The continuation of this contract shall be contingent upon satisfactory performance evaluations of the Firm by the Foundation. The contract shall be terminable at will upon thirty (30) days’ written notice by either party. The Foundation also may unilaterally terminate this contract in the event that the Foundation requests in writing that the Firm allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, which are made or received by the Firm in conjunction with this contract, and the Firm refuses to allow such access.

8. **Subcontractors.** The Firm may enter into written subcontracts for performance of functions under this Agreement. All subcontractors shall be subject to the prior written approval of the Foundation. The Foundation shall have the continuing right throughout the term of the Agreement

to disapprove subcontractors if such disapproval would be in the best interests of the Foundation. The Foundation shall have the right to inspect and acquire any of the subcontract documents executed between the Firm and the subcontractor. No subcontract which the Firm enters into with respect to performance under the Agreement shall in any way relieve the Firm of any responsibility for performance of duties stipulated in this Agreement. The Foundation reserves the right to communicate directly with the subcontractor regarding performance of tasks required in this Agreement.

9. Entire Agreement. This Agreement constitutes the entire understanding of the parties and supersedes any prior written or oral agreements between them.

10. Amendments. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement only shall be valid when they have been reduced to writing, duly signed by each of the parties, and attached to the original of this Agreement. This Agreement may be amended only in a writing executed by both parties.

11. Public Records. Section 1009.98(6), Florida Statutes, provides that all information that identifies the purchasers or beneficiaries of any advance payment contract is not subject to the provisions of Section 119.07(1), Florida Statutes, Florida's Public Records Law. Section 1009.981(6), Florida Statutes, provides that all information that identifies the benefactors or designated beneficiaries of any account initiated under the Savings Plan and information regarding individual account activities conducted through the Savings Plan is not subject to the provisions of Section 119.07(1), Florida Statutes, Florida's Public Records Law. Moreover, pursuant to section 1009.983(4), Florida Statutes, the identity of Program donors who wish to remain anonymous and any sensitive or personal information regarding contract beneficiaries, including their identities, are exempt from Section 119.07(1), Florida Statutes. All documents, papers, letters, or other materials relating to this Agreement that are made or received by the Firm in conjunction with this Agreement, and which are

required by law to be maintained, must be available for public access and for audit purposes for a period of three (3) years after the expiration date of this Agreement. Said records shall also be maintained in accordance with the provisions of Chapter 119 and other applicable Florida Statutes.

12. Interpretation and Venue.

(a) The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of Florida.

(b) Any and all litigation arising under this contract shall be instituted in the Circuit Court or the County Court in and for Leon County, Florida.

13. Independent Contractor. Both the Foundation and the Firm represent that they are acting in their individual capacities and not as agents, employees, partners or associates of one another.

14. Taxes. The Foundation shall have no responsibility for the payment of any federal, state or local taxes which become payable by the Firm or any of its subcontractors as a result of this Agreement.

15. Audits. The Foundation reserves the right to audit all of the Firm's financial and accounting records, pertaining to this Agreement, using Foundation employees, its designees or other state agencies as provided by law, upon reasonable notice, at the Firm's offices during its normal business hours.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written, the signatories to this Agreement warranting their authority to execute this Agreement.

THE SOUTHERN GROUP OF FLORIDA, INC.

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Attested to by:

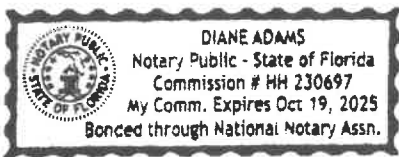
[Signature]
David Browning
Federal I.D. Number: 59-3584976

[Signature]
Witness

STATE OF FLORIDA)
)
COUNTY OF LEON)

Before me, the undersigned authority, personally came and appeared DAVID BROWNING of THE SOUTHERN GROUP OF FLORIDA, INC., who is personally known to me X or who has produced _____ as identification and who executed the foregoing Contract for Services on behalf of THE SOUTHERN GROUP OF FLORIDA, INC., and who also acknowledged before me, by mean of physical presence or online notarization, that he is authorized to execute the same on behalf of said corporation.

In witness whereof, I have placed my hand and seal in the county and state last aforesaid, this 24th day of July 2023.



[Signature]
Notary Public
Printed Name:
My Commission Expires:

FLORIDA PREPAID COLLEGE FOUNDATION, INC.

[Signature]

Attested to by:

[Signature]

Kevin Thompson, Executive Director

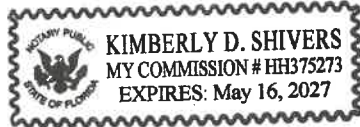
[Signature]

Witness

STATE OF FLORIDA)
)
COUNTY OF LEON)

Before me, the undersigned authority, personally came and appeared KEVIN THOMPSON, EXECUTIVE DIRECTOR of the FLORIDA PREPAID COLLEGE FOUNDATION, INC., who is personally known to me or who has produced _____ as identification and who executed the foregoing Contract for Services on behalf of the FLORIDA PREPAID COLLEGE FOUNDATION, INC. and who also acknowledged before me, by mean of physical presence or online notarization, that he is authorized to execute the same on behalf of said Foundation.

In witness whereof, I have placed my hand and seal in the county and state last aforesaid, this 19 day of July 2023.



[Signature]
Notary Public, State of Florida at Large
Printed Name: Kimberly D. Shivers
My Commission Expires: May 16, 2027