

Professional Services Agreement

THIS AGREEMENT, entered into and made effective as of the 1st day of July, 2023, by and between University of Central Florida Board of Trustees, for the benefit of the University of Central Florida Student Government (hereinafter collectively referred to as "UCF-SG") and GrayRobinson, P.A. ("GRAYROBINSON").

Background of Agreement

WHEREAS, UCF-SG is in need of professional governmental relation services; and

WHEREAS, GRAYROBINSON is a law firm whose attorneys are licensed in Florida and who have significant experience in providing government relations services which would be of benefit of the UCF-SG;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, UCF-SG and GRAYROBINSON agree as follows:

Terms

1. **SCOPE OF ENGAGEMENT.** GRAYROBINSON shall perform the following services for UCF-SG:
 1. Representing the UCF-SG's interests, which will be formally presented to GRAYROBINSON in different forms of communication issued by UCF-SG, before the Florida Legislature and select executive branch agencies in Florida State Government: These agencies will include, but are not limited, to the Executive Office of the Governor, Board of Governors, the Board of Education, and local municipalities in and around Central Florida.
 2. Assisting with the development and implementation of strategic government affairs plan, which will provide pertinent information about and activities by influential governmental entities and any legislative, judicial, and executive measures of consequence to the interest of UCF-SG so that decisions can be made.
 3. Assisting in building a government affairs team and improving, developing, and maintaining relationships with the Florida Legislature and selected executive branch agencies. These agencies will include, but are not limited, to the Office of the Governor, the Board of Governors, the Board of Education, and local municipalities in and around Central Florida.
2. **TERM OF ENGAGEMENT.** This agreement shall commence as of the 1st day of July, 2023 and shall continue until the 30th day of June, 2024.

3. INDEPENDENT CONTRACTOR. GRAYROBINSON is retained by UCF-SG only for the purpose and to the extent set forth in this Agreement. GRAYROBINSON's relationship to UCF-SG during the term of this Agreement shall be that of an Independent Contractor. UCF-SG does not reserve any control with respect to the activities of GRAYROBINSON or the manner and means by which GRAYROBINSON affects its services under this Agreement. GRAYROBINSON shall pay all applicable employment contributions, taxes and premiums payable under federal, state and local laws.
4. ACKNOWLEDGEMENT OF UCF-SG. If another individual, organization, or entity, represented by GRAYROBINSON makes a request of the firm that conflicts with the interest of UCF-SG, GRAYROBINSON shall immediately notify UCF-SG and other parties involved of the conflict and that the interests of UCF-SG shall take precedence over government relations clients that do not continuously predate the UCF-SG relationship.
5. COMPENSATION. UCF-SG shall pay GRAYROBINSON for work performed pursuant to this agreement the sum of Sixty-One Thousand Five Hundred Dollars (\$61,500.00) which will be Sixty Thousand Dollars (\$60,000.00) in fees and One Thousand Five Hundred Dollars (\$1,500.00) for out of pocket expenses to be paid on August 1, 2023.

No portion of the compensation in this Agreement will be paid by Activity and Service Fees.

Florida law requires that the fees and costs invoiced by GrayRobinson for lobbying services are reportable to the state on a quarterly basis to both the Florida Legislature and the Florida Commission on Ethics. Therefore, UCF-SG consents to the quarterly disclosure of compensation paid or owed to GrayRobinson for lobbying activity as required by sections 112.3215 and 11.045, Florida Statutes. Such consent is granted so that GrayRobinson may file the specified quarterly reports, disclosing only the information required by sections 112.3215 and 11.045, Florida Statutes, and shall remain in effect as long as any GrayRobinson lawyer or non-lawyer lobbyist serves as the client's registered representative before the Legislature and any executive branch agency.

Unless you direct otherwise, the Firm will attribute and report 50% of our fees and reimbursements as legislative branch lobbying fees, and 50% of our fees and reimbursements as executive branch lobbying fees, subject to periodic adjustment by us to reflect our best professional judgment regarding allocation of our efforts associated with this representation.

6. PAYMENT. SG shall pay GRAYROBINSON upon receipt of an invoice. Each invoice shall describe all services performed on UCF-SG's behalf during the invoice period. A copy

of this invoice shall be mailed to the UCF-SG's address pursuant of Section 14 of this agreement.

7. EXPENSES. GRAYROBINSON shall be paid the sum of One Thousand Five Hundred Dollars (\$1,500.00), payable on August 1, 2023 of anticipated actual, ordinary and necessary out-of-pocket expenses incurred pursuant to this Agreement on behalf of UCF-SG. Any additional expenses requested by UCF SG will be an additional cost to be reimbursed separately.
8. LOBBYIST REGISTRATION. Florida law requires that GrayRobinson's lobbyists must register with the state prior to engaging in lobbying activity. Lobbyist registrations are effective when they are received by the state, and lobbying may not occur prior to proper registration. The registration and fee cycle is a calendar year beginning January 1 and ending December 31. Therefore, UCF-SG consents for the firm's lobbyists to register to represent UCF-SG, and UCF-SG agrees to reimburse the Firm for the cost of lobbyist registrations.

The registration fee to lobby the Florida Executive and Legislative branches is \$25 and \$20, respectively, for each person from the point of registration until December 31, then renewed in January each calendar year thereafter. We will also register with the City of Orlando.

Lobbyist registration forms will be sent under separate cover following the execution of this agreement. By signing below, you agree to complete and return these forms, which are necessary to our representation of UCF-SG during the term of this contract or after its termination should reporting periods overlap. The Firm cannot commence representation until these forms are returned and properly filed with the state.

9. PROGRESS REPORT. GRAYROBINSON shall make progress reports at quarterly intervals to UCF-SG effective the date of the execution of this contract. These Progress Reports shall include but are not limited to:
 - a. Invoice pursuant to section 6; and
 - b. Updates on legislation, correspondence, and government actions pertinent to the interests of UCF-SG.
10. COMPLIANCE WITH LAW AND AGREEMENTS. GRAYROBINSON may legally provide the services described herein and GRAYROBINSON's performance of the duties under this Agreement shall be in compliance with all applicable statues, rules, regulations, and agreements to which GRAYROBINSON is a party or to which GRAYROBINSON is a party or to which GRAYROBINSON is bound.
11. E-VERIFY: All terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Vendor certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify

the US employment eligibility of all of Vendor's employees hired by the Vendor during the term of this Agreement and/or while performing work or providing services for UCF. Vendor shall require that all subcontractors performing work or providing services on behalf of Vendor for UCF also comply with the requirements of §448.095, Fla. Stat and utilize the E-Verify system to verify US employment eligibility of all employees hired by subcontractor. The Vendor shall require for the subcontractor to provide to Vendor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the Agreement. UCF may terminate this Agreement immediately upon notice to Vendor for any violation of this provision. A Vendor whose contract is terminated pursuant to this paragraph is liable for additional costs incurred by UCF due to the termination of the Agreement. Section 448.095, Florida Statutes, shall be interpreted consistently with applicable federal laws or regulations. If there are new regulatory pronouncements or guidances or statutory requirements regarding, or judicial interpretations of, Section 448.095, Florida Statutes, during the term of this [contract] the parties agree to update this clause so that it complies with such pronouncements, requirements, and interpretations.

12. RECORDKEEPING, CERTIFICATION, AND TRAINING. GRAYROBINSON agrees to take such actions as are necessary to ensure that the UCF-SG is in compliance with all federal or state laws, rules and regulations governing lobbying, ethics or similar laws with respect to GRAYROBINSON's activities.
13. SEVERABILITY. If any clause or provisions herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not remain in full force and effect.
14. 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, the law of the State of Florida will govern the interpretation, validity and effect of this Agreement.
15. COMPLETE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings between parties and may not be modified or terminated orally. No modification, termination or attempted waiver shall be valid unless in writing signed by the party against whom the same is sought to be enforced.
16. NOTICES. Any notice or other communication pursuant to this Agreement shall be in writing, unless stated otherwise, and shall be effective five (5) days following deposit

of the same in the United States mail, return receipt requested, priority postage prepaid addressed to:

For GrayRobinson:
Christopher Carmody, Jr.
301 E. Pine Street, Suite 1400
Orlando, Florida 32801

For UCF-SG:
Brandon Greenaway
Student Government President
University of Central Florida
Student Government
P.O. Box 163230
Orlando, Florida 32816-3230

With a copy to the following persons:

Youndy Cook - Vice President and
General Counsel
University of Central Florida
General Counsel's Office
P.O. Box 160015
Orlando, Florida 32816-0015

Colby Smith
Student Body Vice President
University of Central Florida
Student Government
P.O. Box 163230
Orlando, Florida 32816-3230

Speaker of the Senate
University of Central Florida
Student Government
P.O. Box 163230
Orlando, Florida 32816-3230

Director of Governmental Affairs
University of Central Florida
Student Government
P.O. Box 163230
Orlando, Florida 32816-3230

17. SUCCESSION AND AGREEMENT. UCF-SG and GRAYROBINSON acknowledge that the services to be rendered by GRAYROBINSON are unique and personal. Accordingly, GRAYROBINSON shall not transfer any or all the rights, obligations or interests under

this Agreement. The Agreement shall inure to the benefit of and be binding upon the UCF-SG and its legal successors.

18. NO THIRD PARTY BENEFICIARIES. This Agreement does not create, and should not be construed as creating, any rights enforceable by any person not a party of this Agreement.
19. 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 or alternative remedies.
20. NUMBER AND GENDER. In the above Agreement the use of any particular gender or the plural or singular number is intended to include the other gender or number as the text of this Agreement may require.
21. PUBLICITY. GRAYROBINSON shall not use UCF-SG's name or the name of the University of Central Florida in general or release any information about this Agreement or the performance of representation hereunder in any publicity release or advertising or for other promotional purposes without prior written approval of the UCF-SG or the University of Central Florida in general, as applicable.
21. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Office of the General Counsel, (407) 823-2482, gcounsel@ucf.edu, University Of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015.**

PUBLIC RECORDS, CONTRACT FOR SERVICES

To the extent that Contractor meets the definition of "Contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

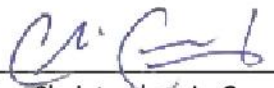
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the date and year first written.

GRAYROBINSON, P.A.



By: Christopher L. Carmody, Jr.

Date: 06/21/2023

UNIVERSITY OF CENTRAL FLORIDA,

On behalf of its Board of Trustees,
for the benefit of the University of Central
FLORIDA STUDENT GOVERNMENT

Paul Dosal

Signed: Monday, July 17, 2023

By: Dr. Paul Dosal

Senior Vice President of Student
Development and Enrollment Services

Date: _____