



FLORIDIAN PARTNERS LLC

June 13, 2022

Florida Gulf Coast University Foundation, Inc.
c/o Katherine C. Green
10501 FGCU Boulevard South
Fort Myers, FL 33965

Dear Ms. Green:

This letter of agreement is intended to set forth our understanding as to the nature, scope and terms of professional consulting services FLORIDIAN PARTNERS, LLC., (hereinafter referred to as "the Firm"), has agreed to provide to FGCU FOUNDATION, INC. (hereinafter referred to as "Client"), the amount of fees for said services, and the manner in which those fees and related expenses will be billed.

Firm warrants that it is capable and available to provide services described herein.

Client warrants that the signatory to this agreement is authorized to execute said agreement and commit to the payment of any and all fees due under the terms of this agreement.

1. SCOPE OF SERVICES. The Firm agrees to represent Client before the Florida Legislature and other necessary entities. The Firm will use its reasonable best efforts to achieve the client's objective but cannot guarantee a certain result or outcome. The parties do not contemplate the creation of an attorney-client relationship and the services to be provided do not include legal services.

2. TERM. The term of this relationship shall be for ~~an additional~~ 24 months beginning on July 1, 2022 and ending on June 30, 2024.

3. FEES. The Firm will provide the above-referenced professional services payable in twenty-four monthly payments of \$ 15,000. Fees delinquent will be charged interest of 1.5% per month or 18% per annum.

4. EXPENSES. Any reasonable expenses including, but not limited to entertainment, copying charges, long distance, facsimile charges, extraordinary postage or freight, courier service fees, and hotel or travel expenses will be separately invoiced. Any hotel or travel expenses will be pre-approved by Client.

5. CONFIDENTIALITY. The Firm will treat any and all information, communications, or materials of Client as confidential and will not disclose or divulge same unless otherwise directed or authorized by Client or ordered to do so by a court of competent jurisdiction. Client acknowledges that Florida law requires registered lobbyists to report lobbying compensation on a periodic basis and that the Firm will comply with such required disclosure.

108 S. Monroe Street
Tallahassee, FL 32301
Phone (850) 681 -0024
WWW.FLAPARTNERS.COM

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6. REPORTING. The Firm will be available to meet or discuss the status of any activities undertaken on behalf of Client. At mutually convenient times, the Firm will schedule periodic meetings or conference calls with Client to review the progress of any given task or project.

7. INDEPENDENT CONTRACTOR. The Firm and its employees, subcontractors and agents are independent contractors in the rendition of the services under this agreement and shall not hold itself out nor permit its employees, subcontractors or agents to hold themselves out, nor claim to be, officers or employees of Client.

8. ETHICAL & LEGAL CONSIDERATIONS. The Firm agrees to comply with all applicable local, state and federal laws, rules and regulations in its representation of Client under this agreement.

9. MISCELLANEOUS PROVISIONS. This agreement sets forth the entire understanding of the parties and neither party hereto is relying upon any oral representations made by the other except as set forth in this agreement. This agreement shall be governed by the laws of the State of Florida and venue for any dispute relating thereto shall lie in Lee County, Florida. In the event that it becomes necessary for either party to institute legal proceedings to enforce the terms of this agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees, from the non-prevailing party.

If you have any questions or concerns regarding this agreement, please do not hesitate to call. Should you find these terms agreeable, please sign this letter below and return the original to me.

We look forward to working with you over the next year and beyond.

Sincerely,



CHARLES F. DUDLEY
FLORIDIAN PARTNERS, LLC

ACCEPTED BY:



KATHERINE GREEN
FGCU FOUNDATION, INC.

Approved as to
Form and Legality



Vee Leonard
General Counsel
Florida Gulf Coast University
Foundation