

CONTRACT FOR PROFESSIONAL SERVICES

This contract is entered into between Florida A&M University Foundation (FAMU FOUNDATION), 625 E. Tennessee Street, Suite 100, Tallahassee, FL 32308-4933, and Ballard Partners, Inc. ("the Firm"), 403 East Park Avenue, Tallahassee, FL 32301.

RECITALS

Whereas, the Client wishes to retain the services of the Firm in order that the Firm may represent the interests of the Florida A&M University before the Florida Legislature and Executive Branch; and

Whereas, the Firm wishes to provide such representation as the University may from time to time require; and

Whereas, the parties have agreed to the terms under which the Firm will represent the University and wish to memorialize their agreement in writing.

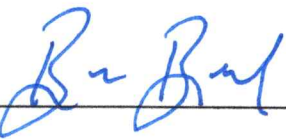
Now, therefore, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties agree as follows:

- 1. Term of Agreement.** This agreement shall become effective on February 1, 2023 and shall remain effective until January 31, 2024. This agreement shall automatically renew for successive one-year periods [not to exceed a total of four (4) years] on the anniversary of the effective date of the agreement unless either party terminates the agreement. Upon renewal, this agreement may be terminated within thirty (30) days written notice by either party.
- 2. Duties of the Firm.** It shall be the Firm's duty to advocate the interests of the University before the Florida Legislature and Executive Branch. Included within the scope of the Firm's duties is advocacy for annual Legislative Budget Requests and passage or defeat of legislation that is relevant to the University. It shall also be the Firm's duty to inform the University of developments in legislation and policy relevant to the University's operations.
- 3. Duties of the University.** It shall be the University's duty to inform the Firm of its wishes with regard to legislative and executive advocacy and to provide the Firm the information necessary to best represent the University in Florida. It shall also be the University's duty to timely compensate the Firm for its services.
- 4. Compensation.** The Firm shall receive \$72,000 from the FAMU FOUNDATION for this agreement, in addition to the reasonable costs associated with the representation, excluding costs typically associated with the operation of an office, such as overhead, staff, and equipment. The fee shall be paid in 12 equal installments of \$6,000 a month, beginning February 1, 2023 and continuing to be due on the first of each month until the termination of the agreement. The Firm will bill costs monthly.
- 5. Public Records.** This Agreement may be unilaterally cancelled by the FAMU FOUNDATION for the refusal by Provider to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., made or received in conjunction with this Agreement. Specifically,

PROVIDER agrees that it will, to the extent required by law: (1) keep and maintain public records that ordinarily and necessarily would be required by FAMU FOUNDATION in order to perform the services performed by PROVIDER under the Agreement; (2) provide the public with access to such public records on the same terms and conditions that FAMU FOUNDATION would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer to FAMU FOUNDATION, at no cost, all public records in possession of PROVIDER upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to FAMU FOUNDATION in a format that is compatible with the information technology systems of FAMU FOUNDATION. The failure of PROVIDER to comply with the provisions set forth in this provision shall constitute a default and breach of this Agreement. 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 (850) 599-3591; public.records@famuedu.edu; or 1700 Lee Hall Drive, Suite 304 Foote Hilyer Administration Center, Tallahassee, Florida, 32307. If Provider is exposed to FAMU FOUNDATION's confidential information, Provider will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA, HIPAA and the Grammy Leach Bliley Act.) FAMU FOUNDATION will respond to public records requests without any duty to give Contractor prior notice.

IN WITNESS WHEREOF, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

BALLARD PARTNERS, INC.

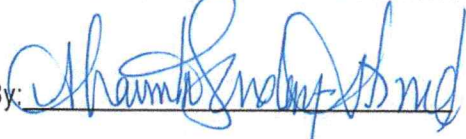
By:  _____

Name: Brian D. Ballard

Title: President

Date: 3/15/2023

**FLORIDA AGRICULTURAL AND
MECHANICAL UNIVERSITY FOUNDATION**

By:  _____

Name: Shawnta Friday-Stroud, Ph.D.

Title: Executive Director

Date: _____