

**FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY BOARD OF TRUSTEES
SERVICES AGREEMENT
BROCK COMMUNICATIONS**

This Agreement is entered into by and between the Florida Agricultural and Mechanical University Board of Trustees (the "Board" or "BOT") and Brock Communications, (the "Contractor" or "Brock"), duly authorized to do business in the State of Florida. The Board and Contractor shall be hereinafter individually referenced as a "Party" and jointly referenced as "Parties."

BACKGROUND

Whereas, the Board requested information and quotes from four qualified public relations companies to provide communication, media management, and strategy services for the Florida Agricultural and Mechanical University Board of Trustees. The goal of this request is to enter into a ten (10) month Contract, with the option to renew for an additional one (1) year term pending mutual consent, with the selected company, and

Whereas, two companies declined by not submitting quotes and one company, Brock Communications submitted a quote in response to the Board's request for information and quotes, which is incorporated herein by reference and made a part of this Agreement; and

Whereas, the Board selected the Contractor; and

Whereas, the Board wishes to engage the services of a Contractor to provide the Board with public relations and strategy services.

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

SERVICES

The above recitals are incorporated herein as though set forth fully herein. Contractor agrees to perform such services, with the standard of professional care and skill customarily provided in the performance of such services as set forth in this Agreement and the Board agrees to pay Contractor such amounts as are specified in this Agreement.

1.0 Scope of Services.

1.1 Contractor agrees to provide the services described herein and as set forth in Attachment A, Scope of Services, which is incorporated herein by reference ("Services").

1.2 Contractor agrees to perform the Services to the satisfaction of the Board during the term of this Agreement.

1.3 The Board's Contract Manager or Board's designee overseeing Services provided under this Agreement is Linda Barge-Miles, who is located at the address set forth in paragraph 10.0.

1.4 Contractor's Contract Manager overseeing Services provided under this Agreement is Lisa Brock, who is located at address set forth in paragraph 10.0.

2.0 Fees and Expenses.

2.1 The Board agrees to pay Contractor hourly rates as described in Attachment A and Attachment B, Schedule of Deliverables. The total amount paid under this Agreement cannot exceed \$75,000 for the contract period, for the services set forth in Attachment A.

2.2 The total fee shall be payable as set forth in Attachment B, Schedule of Deliverables, in accordance with the University Prompt Payment Compliance Policy (Section 215.422, Florida Statutes (F.S.)) and upon submission of an invoice that is in detail sufficient for a pre audit and post audit thereof. Invoices shall contain contract number, invoice number, invoicing period, number of hours worked for the period, cumulative hours worked to date, invoice amount requested for the period, cumulative invoice amount requested under this agreement and total invoice amount paid under this agreement, description of services/tasks performed for the invoicing period, description of services performed to date, and a copy of the applicable written reports/deliverables approved by the Board Contract Manager.

2.3 The Board is a tax immune sovereign and exempt from the payment of all sales, use or excise taxes. Contractor shall pay all personal property taxes on leased equipment and all taxes based upon net income.

2.4 Contractor agrees that Contractor is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that the Board will not deduct such taxes from any payments to Contractor hereunder.

2.5 The Board's or it's designee's prior written approval of the travel is required for the Contractor to incur and be reimbursed for any travel expenses, including airfare, ground transportation, parking, meals, and lodging expenses. Invoices for all travel expenses incurred by the Contractor must be submitted in accordance with Section 112.061, Florida Statutes, and any successor statute. No travel expenses may be paid to the Contractor in excess of the amounts permitted under Section 112.061, Florida Statutes. Any expenses in excess of the amounts permitted by law shall be borne by the Contractor. Travel expenses, including transportation, parking, meals and lodging expenses shall not be reimbursed for local or regular travel or meals at or around Contractor's offices.

Under this Agreement, the Contractor will be responsible for their own travel, transportation, food and lodging at their own expense. In return, the Board of Trustees will reimburse the Contractor for authorized expenses, consistent with Section 112.061, Florida Statutes. Contractor shall

submit detailed documentation and adequate receipts and other appropriate documentation as requested by the Board or its designee to support reimbursement of all such reimbursable expenses also as set forth in paragraph 2.2.

2.6 The following direct/out-of-pocket expenses ("Direct Expenses") paid by Contractor to third parties in performing the Services shall be reimbursed to Contractor, at cost without markup: printing, photography, advertising, copying, and other pre-approved related expenses. The Board does not pay for word processing, overtime, or overhead costs of Contractor, which are assumed to be covered by the hourly rate. Contractor shall submit detailed documentation and adequate receipts and other appropriate documentation as requested by the Board to support reimbursement of all such reimbursable expenses.

2.7 The Board's obligation to pay beyond the current fiscal year is contingent upon annual appropriation by the Florida Legislature or appropriate funding agency.

3.0 Term. The Services to be rendered by Contractor under this Agreement shall commence no earlier than the date this agreement is fully executed and shall end on June 30, 2016. This term may be renewed or extended beyond such completion date if the Board agrees to the renewal or extension in writing. However, renewal or extension shall be no longer than the initial term and shall be contingent upon satisfactory performance by the Contractor as determined within the sole discretion of the Board.

4.0 Contractor's Capacity and Responsibilities.

4.1 It is expressly understood that Contractor is an independent contractor and not the agent, partner, joint venture, legal representative, or employee of the Board or the University. Contractor and Contractor's workers are not employees of the Board or the University and are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor agrees that Contractor is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that the Board or the University will not deduct such taxes from any payments to Contractor hereunder. Contractor is responsible for providing all necessary insurance for himself/herself, and for Contractor's workers, agents, and representatives.

4.2 Contractor shall not have the authority to enter into any contract or agreement to bind the Board or the University and shall not represent to anyone that Contractor has such authority.

4.3 Contractor shall not use the credit, name, logo, trademarks and/or copyrights of the University in connection with its business or affairs except as specifically authorized in this Agreement or as approved by the Board prior to use by Contractor.

4.4 Contractor represents and warrants to the Board that in performing the Services, Contractor will not be in breach of any agreement with a third party.

4.5 Contractor declares that he/she is not a legislator, elected or appointed officer, or that his/her firm is not owned or controlled by any legislator, elected or appointed officer, compensated or uncompensated, member of a State board of commission, or other employee of the State of Florida.

4.6 Contractor further declares that it has not participated in a State capacity, or that his/her firm has not been assisted or he/she presented in this matter by an individual who has been involved in a State capacity, in the subject matter of this Contract, and Contractor presently has no interest and shall not acquire any interest which would conflict with the performance of the work authorized hereunder.

4.7 Contractor agrees that pursuant to Section 112.313(2), F.S., it will not offer or give anything of value, including a gift, loan, reward, promise of future employment, favor or service to any Board member or University employee based upon any understanding that the official action or judgment of the employee would be influenced thereby. Contractor will ensure that its subcontractors comply with these rules.

4.8 Contractor agrees to comply with the provisions of Sections 11.062 and 216.347, F.S., which prohibit the expenditure for contract funds for the purpose of lobbying the state legislature or a state agency. Contractor agrees to comply with all federal lobbying requirement regulations and laws.

4.9 As provided in Section 287.132-133, F.S., by entering into this Agreement or performing any work in furtherance hereof, Contractor certifies that it, its affiliates, suppliers, subcontractors and agents who will perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3) (a), F.S.

5.0 Confidentiality of Information.

5.1 Contractor agrees to keep confidential, and not to disclose to third parties, any information provided by the Board or University pursuant to this Agreement unless Contractor has received prior written consent of the Board to make such disclosure. This obligation of confidentiality does not extend to any information that:

5.1.1 Was in the possession of Provider at the time of disclosure by the Board or the University, directly or indirectly; or

5.1.2 Is or shall become, through no fault of Contractor, available to the general public,
or

5.1.3 Is independently developed and hereafter supplied to Contractor by a third party without disclosure restriction.

5.2 This provision shall survive expiration and termination of this Agreement.

6.0 Property Rights and Reports.

6.1 Contractor agrees that any computer programs, software, documentation, copyrightable work, discoveries, inventions, or improvements generated, acquired, developed by Contractor solely, or with others, resulting from the performance of Services pursuant to this Agreement, are the property of the Board, and Contractor agrees to assign all rights therein to the Board. Contractor further agrees to provide the Board with any assistance which the Board may require to obtain patents or copyright registrations, including the execution of any documents submitted by the Board.

6.2 Contractor shall provide deliverables in accordance with Attachment B of this Agreement. Also, the parties agree that any document or report generated from the performance of Services pursuant to this Agreement was specifically ordered and commissioned by the Board, and is a work for hire as such term is used and defined in the Copyright Act. Accordingly, the Board shall be considered the author thereof, and the sole and exclusive owner throughout the world forever of all rights existing therein, including all manuscripts, reports, sketches, drafts, notes, maps, memoranda, etc., relating to the work, and all revisions, editions, and versions thereof in all languages, forms, and media now or hereafter known and developed.

6.3 This provision shall survive expiration and termination of this Agreement.

7.0 Suspension or Termination of Contract. The Board reserves the right to suspend indefinitely or terminate the contract and the Services to be rendered by Contractor for any reason, upon 30 days prior oral or written notice to Contractor. In the event of termination prior to completion of all work described in Section 1.0, the amount of the total fee to be paid Contractor shall be determined by the Board on the basis of the portion of the total work actually completed up to the time of such termination.

8.0 Dispute Resolution. Any controversy, claim, or dispute arising out of or relating to this Agreement or the breach thereof, shall be first resolved in an informal manner at the Contract Manager level, then by the Board, or by an alternative form of non-binding dispute resolution, such as mediation. If necessary, a neutral third party mediator shall be mutually selected by the parties and such costs shall be shared equally by both parties. If such efforts are unsuccessful, the parties may exercise any remedy available in law or equity.

9.0 Indemnification and Hold Harmless.

9.1 Contractor agrees that any personal injury to Contractor, third parties, or any property damage incurred in the course of performance of the Services shall be the responsibility of Contractor.

9.2 Contractor agrees to indemnify the Board and the University officers, employees, agents, and students from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which may arise out of Contractor's performance of the Services, except to the extent such are caused by the sole fault or negligence of the Board or University officers, employees, agents and students.

10.0 Notice. Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by certified mail as addressed below or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

To Florida Agricultural and Mechanical University Board of Trustees:

1700 Lee Hall Drive, Suite 304 FHAC
Tallahassee, Florida 32307
Telephone: (850) 412-5485
Attn: Linda Barge-Miles, Board Liaison

To Contractor:

Brock Communications
3413 Fletcher Avenue
Tampa, FL 33618
Telephone: (813) 961-8388
Attn: Lisa Brock, President

11.0 Insurance. Contractor shall at its own expense obtain and maintain all necessary and appropriate insurance, including without limitation professional liability insurance sufficient to conduct its business to cover such acts, omissions and liability caused by, or arising out of, activities of Contractor and its agents, and/or employees while in engaged in, conducting and preparing for, the consulting work, and such other insurance that is required by the Board. Contractor shall furnish to the Board certificates of insurance evidencing that such insurance has been procured prior to commencement of such work. Failure to produce any and maintain necessary insurance certificates may result in the denial or cancellation of this Agreement by the Board.

12.0 Severability. The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

13.0 Governing Law; Forum. This Agreement shall be governed by and construed under the laws of the State of Florida, in Leon County, which shall be the forum for any lawsuit between the Parties arising from or incident to this Agreement.

14.0 Paragraph Headings. The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.

15.0 Non-Waiver. The delay or failure of either Party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of any subsequent breach either of the same provision or otherwise.

16.0 Assignment. Contractor may not assign the rights or obligations under this Agreement without the Board's prior written consent.

17.0 Public Records. This Agreement may be unilaterally cancelled by the Board for the refusal by Contractor 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. To the extent that CONTRACTOR meets the definition of "contractor" under Section 119.0701, Florida Statutes, Contractor must comply with the provisions of Section 119.0701. Contractor shall return all documents to the Board upon termination and destroy confidential and exempt information as appropriate. If Contractor is exposed to the Board's or University's confidential information, Contractor 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). The Board and the University will respond to public records requests without any duty to give Contractor prior notice.

18.0 Nondiscrimination. Contractor agrees not to discriminate on the basis of race, religion, color, age, disability, sex, marital status, national origin, veteran status, and sexual harassment in its operation, management and employment practices, and with respect to availability and accessibility of products and/or product services to the public. Contractor agrees to comply with the all-applicable laws of Florida and of the United States of America regarding such nondiscrimination and equality of opportunity.

19.0 Employment of Unauthorized Persons. The employment of unauthorized aliens by any Contractor is considered a violation of Section 274(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

20.0 Federal Trade Commission ("FTC"). All Contractors shall implement and maintain adequate safeguards to comply with FTC rules (16 CFR Part 314) and Board policies regarding the safeguarding of customer information.

21.0 Red Flag Rules. Contractor acknowledges that FAMU has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be assessed in accordance with this agreement. Accordingly, Contractor will conduct its activities in accordance with reasonable policies and procedures to detect, prevent and mitigate the risk of identity theft.

22.0 Force Majeure. No default, delay or failure to perform on the part of the Contractor or the Board shall be considered a default, delay or failure to perform otherwise chargeable hereunder if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to strikes, lockouts, inaction of government authorities, epidemics, declared or undeclared wars, embargoes, fire, earthquakes, acts of God and default of common carrier.

23.0 Gratuities. Pursuant to Section 112.313(2), F.S., Contractor agrees that it will not offer to give or give anything of value, including a gift, loan, reward, promise of future employment, favor or service to any Board member or University officer, employee or agent based upon any understanding that the official action or judgment of the employee would be influenced thereby. Contractor will ensure that its subcontractors comply with these rules.

24.0 Equal Opportunity Clause. Florida A&M University is an Equal Opportunity Employer including minorities, women, veterans and individuals with disabilities. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and

advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

25.0 Key Personnel. This Agreement requires the personal skills and experience of the parties listed in the Contractor's quote, and the team leaders for the Services. The individuals performing the Services are central to the Services. Any change in personnel providing the Services shall be subject to the Board's approval, at its sole discretion; however, the Board's approval shall not be unreasonably delayed, conditioned or withheld if the need for the change is beyond Contractor's reasonable ability to anticipate or control (e.g., the team leader or a team member leaves the employ of Contractor or is incapacitated).

26.0 Entire Agreement; Modification. This Agreement and its attachments, if any constitutes the entire understanding between the Parties with respect to the subject matter hereof and may be amended except by an agreement signed by Contractor and an authorized representative of the Board. This order of precedence is as follows: (1) Agreement, (2) Request for Quotes (3) Contractor's quote. This Agreement may be simultaneously executed in several identical counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

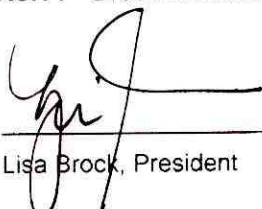
IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on the date last entered below.

**FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY Brock Communications
BOARD OF TRUSTEES**



Rufus Montgomery,
Chairman

9/2/15
Date



Lisa Brock, President

9.2.15
Date

Approved as to form.



University Attorney

Attachment A
SCOPE OF SERVICES

Brock Communications is a public relations firm with extensive experience in communication and media management services and will provide the following range of services for the Board of Trustees of Florida Agricultural and Mechanical University through the end of June 2016. Brock Communications will provide the following range of services:

1. Plan and develop, with the Florida Agricultural and Mechanical University Board of Trustees ("Board"), a communications plan to protect the brand of Florida Agricultural and Mechanical University and its Board of Trustees including the processes and procedures for implementing the plan. This plan must be approved by the FAMU Contract Manager or the Board.
2. When requested by the Board, advise and support the Board of Trustees in dealing with media and other key stakeholders;
3. When requested by the Board, consult with Florida Agricultural and Mechanical University's Board of Trustees and senior-level officials as designated by the President on public relations strategies; and
4. When requested by the Board, provide assistance and expertise with reputation management, messaging, relation management and media outreach.

To ensure quality assurance and quality control, Brock Communications will thoroughly edit all work before sharing it with the Board. If work is not done to the Board's specifications, Brock Communications will swiftly make changes to the Board's satisfaction.

Attachment B

SCHEDULE OF DELIVERABLES				
<ul style="list-style-type: none"> ▪ Total Payment Amount under this Agreement cannot exceed \$75,000 ▪ Payment Method: Hourly Rate = \$250 per hour ▪ Term of Agreement: From the date of full execution through June 30, 2016. ▪ Invoices shall be submitted to the FAMU Contract Manager as described in Section 2.2 of this Agreement. ▪ Frequency of Invoices: Monthly 				
Estimated Deliverable Due Date	Reporting Period	Deliverable/Documentation	Payment Amount	Financial Consequences (Remedy)
As scheduled by the FAMU Contract Manager or designee.	Monthly	<p>Contractor provided services in accordance with Attachment A, Scope of Services and quote. All services were approved by the Contract Manager or Board.</p> <p>As evidence the services have been provided, Contractor shall submit all paperwork or other documents/items required and approved by the Contract Manager prior to requesting payment.</p>	<p>Number of Hours Worked X Applicable Hourly Rate</p>	<p>Contractor shall not be paid if Deliverables, hour's worked and hourly rate are not verified by the FAMU Contract Manager or designee.</p>