

FLORIDA A&M UNIVERSITY
CONSULTING SERVICES CONTRACT

This Agreement is entered into by and between Florida A&M University Board of Trustees ("FAMU or University") and Collegiate Consulting, LLC. (Consultant) Located at 3101 Towercreek Parkway, Suite 175, Atlanta, Georgia 30339, (the "Consultant"), duly authorized to do business in the State of Florida. FAMU and Consultant shall be hereinafter jointly be referred to as "Parties".

BACKGROUND

Whereas, FAMU wishes to engage the services of a Consultant to provide FAMU with assistance and guidance to provide an external relations assessment, organizational review and facilities review for the University's Athletic Department;

Whereas, FAMU has determined that the Consultant has the experience and ability to perform the services as required by the FAMU; and

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. Consultant agrees to perform such professional Consulting services, with the standard of professional care and skill customarily provided in the performance of such services as set forth in this Agreement, and University agrees to pay Consultant such amounts as are specified in this Agreement.

1.0 Scope of Services.

1.1 Consultant agrees to provide the services described as following:

External relations assessment, organizational review and facilities review for the University's Athletic Department as set forth in Attachment A, which is incorporated herein by reference (Services).

1.2 Consultant agrees to perform the Consulting Services to the satisfaction of the University from during the term of this Agreement.

1.3 University's Contract Manager overseeing Services provided under this Agreement is Michael Smith, who is located at the address set forth in paragraph10.0.

1.4 Consultant's Contract Manager overseeing Services provided under this Agreement is Russell C. Wright, who is located at address set forth in paragraph10.0.

2.0 Fees and Expenses.

2.1 University agrees to pay Consultant an all-inclusive/hourly rate of \$__N/A____.00, not to exceed \$ 25,000.00 for the contract period, for the services set forth in the scope of services and incidental expenses described herein.

2.2 The total fee shall be payable at the end of each month of the contract period or incrementally as set forth in this section, 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, current invoice, current and cumulative total amounts, description of services/tasks performed, and current and cumulative percentage of work performed and completed and a copy of the applicable written reports/deliverables.

Estimated Deliverable Due Date	Deliverable	Payment Amount
8/30/2013	The Consultant provided draft recommendations in a report format stating how athletics can increase their existing revenue streams and the potential for new revenue and conducted all other activities in accordance with the contract's scope of services.	8,333.33
9/15/2013	The Consultant provided draft recommendations in a report format stating whether the University should renovate or construct facilities that are on par with similar institutions' athletic facilities and conducted all other activities in accordance with the contract's scope of services.	8,333.33
9/25/2013	The Consultant provided final recommendations in a report format stating if the athletic department organizational structure is consistent with its peers; and provide a proposed organizational structure, inclusive of administration, coaches and support staff, that will allow the department to be efficient and effective for the next several years and conducted all other activities in accordance with the contract's scope of services.	8,333.34

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

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

2.5 Institution shall not reimburse any incidental or out-of-pocket expenses. **OR** Institution shall reimburse the following incidental out-of-pocket expenses that are checked and initialed in solely accordance with Section 112.061, F.S. or otherwise:

- N/A (1) local travel;
- N/A (2) round trip air (coach) from ___ to the project;
- N/A (3) per diem subsistence.

Consultant shall submit detailed documentation and adequate receipts and other appropriate documentation as requested by FAMU to support reimbursement of all such reimbursable expenses also as set forth in paragraph 2.2.

2.6 Institution's obligation to pay beyond the current fiscal year is contingent upon annual appropriation by the Florida Legislature or FAMU Board of Trustees or appropriate funding agency.

3.0 Term. The Consulting Services to be rendered by Consultant under this Agreement shall commence no later than August 26, 2013, or upon full execution, whichever is later, and be completed by September 30, 2013. This term may be renewed or extended beyond such completion date if University 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 Consultant as determined within the sole discretion of the University.

4.0 Consultant's Capacity and Responsibilities.

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

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

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

4.4 Consultant represents and warrants to University that in performing the Consulting Services Consultant will not be in breach of any agreement with a third party.

4.5 Consultant 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; and

4.6 Consultant further declares that 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 Consultant presently has no interest and shall not acquire any interest which would conflict with the performance of the work authorized hereunder.

4.7 Consultant agrees that Pursuant to Section 112.313(2), F.S., pursuant to Section 112.313(2), F.S., 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 FAMU employee based upon any understanding that the official action or

judgment of the employee would be influenced thereby. Consultant will ensure that its subcontractors comply with these rules.

4.8 Consultant 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.

4.9 As provided in Section 287.132-133, F.S., by entering into this Agreement or performing any work in furtherance hereof, Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants 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 Consultant agrees to keep confidential and not to disclose to third parties any information provided by University pursuant to this Agreement unless Consultant has received prior written consent of University to make such disclosure. This obligation of confidentiality does not extend to any information that:

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

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

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

6.2 Consultant shall provide twenty (20) copies of a written report within five (5) days after the completion of the Consulting Services required by this Agreement; also the parties agree that the report was specifically ordered and commissioned by University, and is a work for hire as such term is used and defined in the Copyright Act. Accordingly, University 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 in 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. University reserves the right to suspend indefinitely or terminate the contract and the Consulting Services to be rendered by Consultant upon oral or written notice to Consultant for any reason upon thirty (30) days notice. 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 Consultant shall be determined by University 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 at the Vice President level 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 Consultant agrees that any personal injury to Consultant or third parties or any property damage incurred in the course of performance of the Consulting Services shall be the responsibility of Consultant.

9.2 Consultant agrees to indemnify University, its governing board, 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 Consultant's performance of the Consulting Services, except to the extent such are caused by the sole fault or negligence of University.

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 University:

Florida A&M University

1835 Wahnish Way

Tallahassee, Florida 32307

Telephone: (850)599-3868

Attn: Michael Smith, Athletic Director

To Consultant:

Collegiate Consulting, LLC

3101 Towercreek Parkway, Suite 175

Atlanta, Georgia 30339

Telephone: (678) 324-8387

Attn: Russell C. Wright, Managing Director

11.0 Insurance. RESERVE

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. Consultant may not assign the rights or obligations under this Agreement without University's prior written consent.

17.0 Unilateral Cancellation. This Agreement may be unilaterally cancelled by the University for the refusal by Consultant 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.

18.0 Nondiscrimination. Consultant 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. Consultant 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 Consultant 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 service providers shall implement and maintain adequate safeguards to comply with FTC rules (16 CFR Part 314) and University 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 Consultant or University 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., Consultant 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 FAMU employee based upon any understanding that the official action or judgment of the employee would be influenced thereby. Consultant will ensure that its subcontractors comply with these rules.

24.0 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 Consultant and an authorized representative of University. 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 ____ day of _____, 2013-*per*

UNIVERSITY

President/Vice President for _____

Sentinel *per*

Director of Purchasing

CONSULTANT

[Handwritten Signature]

Authorized Signatory

Approved as to form.
Kenn C. Hall *08/26/13*

FAMU Attorney Date
University Attorney

Attachment A
Services

13 SEP -11 PM 3:00
FLORIDA A & M UNIVERSITY
PURCHASING OFFICE

1. External Relations Evaluation

The Consultant shall provide recommendations in a report format stating how athletics can increase their existing revenue streams and the potential for new revenue after researching and determining if the Athletic Department's

- fundraising organizational structure is properly organized, aligned and staffed
- fundraising goals are consistent with the needs of the overall department goals
- fundraising initiatives are positioned for campaigns
- Priority point system needs revising and needs to set up an annual fund
- media rights and ticket sales need to be outsourced

2. Facility Evaluation

The Consultant shall provide recommendations in a report format stating whether the University should renovate or construct facilities that are on par with similar institutions' athletic facilities after researching, analyzing, and determining:

- the current state and life span of the current facilities
- how Athletic facilities can be enhanced for better revenue opportunities
- how funding facility upgrades should be put into place
- the short-term and long-term recommendations for needs and prioritizing
- how much capital outlay should be budgeted for facility upgrades

3. Organization Review

The Consultant shall provide recommendations in a report format stating if the athletic department organizational structure is consistent with its peers; and provide a proposed organizational structure, inclusive of administration, coaches and support staff, that will allow the department to be efficient and effective for the next several years after determining

- if the department properly staffed in number of people for each sport and department
- if salaries are comparable to other athletic departments of its size
- the industry standard for the reporting structure of Athletics Compliance (ex. to General Counsel) and Athletic Academic Services