



April 1, 2019

Nicholas Gandy
1611 Hasosaw Nene
Tallahassee, FL 32301

Dear Nick,

This letter agreement (this "**Agreement**") sets forth the terms and conditions whereby you ("**Contractor**") agree to provide certain services (as described in EXHIBIT A) to the Florida Sports Foundation, with its principal office located at 101 North Monroe Street, Suite 1000, Tallahassee, Florida 32301, a Florida not for profit corporation ("**FSF**").

1. SERVICES.

1.1 FSF hereby engages you, and you hereby accept such engagement, as an independent contractor to provide certain services to the FSF on the terms and conditions set forth in this Agreement.

1.2 Contractor is an independent contractor of the FSF, and this Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between Contractor and the FSF for any purpose. Contractor has no authority (and shall not hold itself out as having authority) to bind the FSF and Contractor shall not make any agreements or representations on the FSF's behalf without the FSF's prior written consent.

1.3 Contractor shall provide FSF services relating to the following service areas ("**Services**"), summarized below and as detailed in Exhibit A:

- Florida Spring Training, Grapefruit League Website, and Mobile Application
- Writing/Obtaining support letters to and from the Governor's office
- Consult regarding the Facility Directory, Golf & Fishing Guides
- National Senior Games
- Florida Senior Games
- Foundation History

2. TERM.

2.1 The term of this Agreement shall commence and operate retroactively to on April 1, 2019, and shall continue for one year until March 31, 2020, unless earlier terminated in accordance with Section 2.1 (the "Term"). Any extension of the Term will be subject to mutual written agreement between the parties.

2.2 Termination. Either party, in its sole discretion, may terminate this Agreement, at any time without cause, by providing at least thirty (30) days' prior written notice to the other party. In the event of termination pursuant to this clause, the FSF shall pay you on a pro-rata basis any Fees then due and payable for any Services completed up to and including the date of such termination.

2.3 Upon expiration or termination of this Agreement, Contractor shall transfer, at no cost, to FSF all public records in possession of Contractor or keep and maintain public records required by FSF to perform the service. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records.

2.4 The terms and conditions of this Section shall survive the expiration or termination of this Agreement.

3. FEES AND EXPENSES.

3.1 Fees. As full compensation for the Services and the rights granted to the FSF in this Agreement, the FSF shall pay you a fixed fee of \$2,000.00 per month for a total amount of \$24,000.00 (the "Fees"). You acknowledge that you will receive an IRS Form 1099-MISC from the FSF, and that you shall be solely responsible for all federal, state, and local taxes.

3.2 Expenses. FSF agrees to reimburse you for actual, documented, and reasonable travel expenses associated with the Services provided and subject to the limits contained within section 112.061, Florida Statutes.

4. LIABILITY. FSF shall not assume any liability for the acts, omissions to act, or negligence of Contractor, its agents, servants, or employees. In all instances, Contractor shall be responsible for any injury or property damage resulting from any activities conducted by Contractor.

5. INDEMNIFICATION. Contractor, shall fully indemnify, defend and hold harmless the FSF, Enterprise Florida, Inc. (EFI), and the Florida Department of Economic Opportunity (DEO) from and against suits, actions, damages and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners or subcontractors within the context of this Agreement, provided, however, that Contractor shall not indemnify for that portion of any loss of damages proximately caused by the negligent act or omission of the FSF. Without exception, Contractor will Indemnify and hold harmless the FSF, EFI, and its employees and agents from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by Contractor.

6. ASSIGNMENT. You shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without the FSF's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. The FSF may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties hereto and their respective successors and assigns.

7. MISCELLANEOUS.

7.1 Contractor represents and warrants that at no time has the Contractor been placed on the Discriminatory Vendor List, that the Contractor shall not violate such law, and that a breach of this representation during the term of this Agreement may result in the termination of this Agreement.

7.2 Contractor shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, race, sex, creed, color, handicap, national origin, or marital status.

7.3 Contractor shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

7.4 In accordance with Executive Order 11-116, signed by the Governor of Florida, as a contractor of FSF, Contractor must utilize the E-verify system to verify the employment eligibility of all new employees hired by Contractor during the term of this Agreement. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: http://www.dhs.gov/files/programs/gc_1185221678150.shtm.

7.5 Contractor shall not use any funds received pursuant to this Agreement for lobbying the Legislature, the judicial branch, or any State agency.

7.6 By executing this Agreement, Contractor certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the FSF may immediately terminate this Agreement for cause if Contractor is found to have submitted a false certification as to the above or if Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the FSF determines that Contractor has submitted a false certification, FSF will provide written notice to Contractor. Unless Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that FSF's determination of false certification was made in error, FSF shall bring a civil action against Contractor. If the FSF's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Contractor and Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of FSF's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this paragraph, this paragraph shall be null and void.

7.7 Contractor agrees to abide by the audit and record keeping requirements of Article 20 and Attachment IV, contained within the agreement between the FSF and the Florida Department of Economic Opportunity effective July 1, 2018, and all future agreements that fall within the dates of this agreement.

7.8 Contractor acknowledges that it, along with FSF, as a subsidiary of EFI, must comply with all applicable Florida public records law as it relates to this Agreement. The FSF reserves the right to unilaterally and immediately cancel this Agreement for Contractor's refusal to comply with this provision.

7.9 In accordance with chapter 119 of the Florida Statutes, Contractor shall be responsible for responding to all public records requests for records made or received by Contractor in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Florida Statutes. Contractor must promptly notify the FSF by e-mail of all requests for public records, as a public record is defined in section 119.011, Florida Statutes. Contractor shall, upon request from FSF's custodian of public records, provide FSF with a copy of the requested records.

7.10 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.

7.11 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule.

7.12 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.


7.13 This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

7.14 This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Each party represents to the other that it has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder.

Sincerely,

FLORIDA SPORTS FOUNDATION, INC.

BY:


Angela Suggs, President
Florida Sports Foundation

Date:

4/9/19

ACCEPTED AND AGREED TO:

INDEPENDENT CONTRACTOR

BY:


Nicholas Gandy

Date:

4/9/19

Exhibit A

1. Florida Spring Training (FST), Grapefruit League Website and Mobile Application

1. Promote other Florida baseball leagues.
2. Begin collecting schedules and post to FGL website and mobile phone app as they become available.
3. Monitor and update the Grapefruit League Website and Mobile Application.
4. Begin ad sales and production of the 2020 FST Guide.
5. Complete production of FST Guide and distribute.
6. Advertise the 2020 FGL season.
7. Compilation of the 2020 Schedule.
8. Hold the annual FGL meeting.
9. Compilation of daily attendance figures and total attendance
10. Release of Compilation and figures

2. Write/obtain support letters to/from the FSF and the Governor's office

3. Governor's Baseball Dinner

- a. Participate in planning conference calls with Host
- b. Serve as liaison between FSF and the FST teams
- c. Work with MLB Office to coordinate participation of the Commissioner and the FST Media Day.
- d. Write program script and assist in editing publications
- e. Travel to event and work with staging during program.
- f. Order team awards and patron gifts
- g. Assist with pre-event media relations and work with local media outlets at event.
- h. Update the Florida-based MLB Legends Contact List.

4. Provide consultation and assistance for the Florida Sports Publication

- a. Florida Sports Directory Guide.

5. National Senior Games

- a. Travel to and attend the event, promoting the Florida Senior Games.
- b. Obtain competition stats of Florida Athletes.
- c. Compilation of results.
- d. Report & Stories.

6. Sunshine State Games (SSG)

- a. Work with FS Staff to compile Male and Female Athlete of the Year nominations.
- b. Historical research and stories about SSG competition.

7. Florida Senior Games (FSG)

1. Compile Registration book and Annual Souvenir Program
 - a. Begin work on registration book with input from Event Staff.
 - b. Begin work on program with input from Event Staff.
2. Competition Stats
 - a. Compilation
 - i. Gather results from sports directors to post on website along with daily updates and photos.
 - b. Report
 - i. Gather information daily on FSG athletes for social media posts and updates sent out to media upon completion of the day's events.
 - ii. Assist local media outlets covering daily events and keep local media informed of events to encourage additional coverage.
 - iii. Identify exceptional performances by athletes and share their accomplishments with hometown media around the state.
 - iv. Registration Updates/Preview/Wrap-up of FSG
- c. Summary
 - i. Follow up press releases with results to athlete hometowns.
 - ii. Continue entering results into database.

- iii. Update FSG Record Book and Wrap-up Book & Results
- iv. Compile Male and Female Athlete of the Year nominations.

8. Foundation History

- 1. Recognition
 - i. Recognize record-setting performances by athletes.
- 2. Stories
 - i. Recognize top performances by athletes and showcase the local facilities.

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