

ASSOCIATION OF FLORIDA COLLEGES
Contract for Services Rendered

Public Relations and Media Consulting Services

THIS AGREEMENT is made July 1, 2018 by and between the **Association of Florida Colleges, Incorporated (AFC)**, a nonprofit 501(c)(6) corporation duly organized and existing under and by virtue of the laws of the State of Florida, which has its principal place of business at 1725 Mahan Dr., Tallahassee, Florida 32308, and **Moore, Inc.**, a public relations and media consulting firm, whose principal place of business at 2011 Delta Blvd, Tallahassee, FL 32303, and who hereinafter is referred to as the "Consultant."

WITNESSETH, the Association of Florida Colleges, Incorporated is the professional association which actively promotes and democratically represents, supports, and serves its members in their endeavors to provide the citizens of Florida the best possible comprehensive community college educational system; and,

THE Consultant has certain knowledge, skills, and abilities in regard to media and public relations consulting which can assist the AFC; and

THE AFC and the Consultant mutually wish to enter into a contract for services and to provide for certain contingencies:

THEREFORE, in consideration of the mutual promises of the parties and the mutual benefits they will gain by the performance thereof, all in accordance with the Bylaws of the AFC, the Laws of the State of Florida, and with the provisions hereinafter set forth, the AFC and the Consultant agree as follows:

1. The Consultant shall use its expertise to perform those services outlined below under Scope of Services, in a timely and workmanlike manner.
2. The fee paid by the AFC to the Consultant for the services delineated below under Payment Schedule shall not exceed \$190,000 and shall be paid according the schedule included therein.
3. The term of this Agreement shall be from July 1, 2018 until June 30, 2020.

PROVIDED, however, that:

4. The Consultant is an independent contractor with respect to the AFC, and is not an employee, nor will it represent itself as an employee of the AFC. Further, the Consultant agrees that its agents, servants or employees, who render services under this agreement, shall not be nor shall they represent themselves as employees of the AFC.
5. As independent contractors, the Consultant understand and agrees that the AFC is not responsible or liable for unemployment compensation, worker's compensation, social security, or any type of insurance or benefit in regard to the Consultant or the Consultant's officers, employees, volunteers, relatives, friends, etc.

6. In the event the AFC determines, in its sole discretion, that the benefit of this agreement is not sufficient to justify the expenses, it may cancel this agreement upon thirty days written notice to the Consultant. In that event, the AFC shall only be responsible for payment for hours expended by consultant up to the date of cancellation.
7. This Agreement constitutes the entire agreement between the AFC and the Consultant, and this Agreement shall not be amended nor modified without specific written provision to that effect, signed by both parties. No oral statement of any person shall, in any manner or form, modify or otherwise affect the terms and provisions of this Agreement.
8. This Agreement for Services shall be binding upon the parties hereto and contains the entire agreement of the parties. It shall be governed by the laws of the State of Florida as they pertain to nonprofit organizations, and by the Bylaws of the AFC. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall continue to be valid and enforceable. Furthermore, if a court finds that any provision of this Agreement is invalid or unenforceable, but, that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Scope of Services

The Consultant shall perform all services necessary to meet the AFC's needs and goals as part of the work covered by the compensation described in this contract. Specific duties to be conducted under the terms of this contract shall include but are not limited to the following: Public Relations Counsel, Advertising, Branding, Community Relations, Graphic Design, Social Media, Crisis Communication, Public Affairs, Media Relations and Tracking and Promotional Materials as requested by AFC. Any additional services and fees shall be mutually agreed upon.

Payment Schedule

Payment shall be made in twenty-four (24) equal installments of \$7,916.67 billable monthly to the AFC.

Expenses

Costs directly attributable to the performance of this work may be billed in addition to the monthly retainer. These costs may include travel and other expenses incurred on the AFC's behalf. The Consultant agrees that no expenses that exceed \$300 monthly will be incurred without prior approval of the AFC.

Authority

For purposes of this agreement, authority to perform any act on behalf of AFC may be granted only by that person or those persons listed below or such persons as may be identified from time to time by any person listed below:

- Michael Brawer, Executive Director and Chief Executive Officer, and/or the Chair of the AFC Policy and Advocacy Committee, or his/her designee(s).

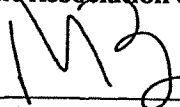
Conflict of Interest

It is understood that Moore, Inc. represents numerous clients within the state of Florida. The Consultant affirms that it does not presently represent any client(s) whose interests are in conflict with the mission, goals, and purposes of the AFC, the Florida College System Council of Presidents, and the Florida College System. The Consultant agrees not to represent clients when that representation would create a conflict with the interests of the AFC, the Florida College System Council of Presidents, and the Florida College System. In order to ensure the candor and trust in the relationship that forms the basis of effective public relations and media consulting, all Moore, Inc. employees, contractors, and service providers shall keep confidential all information about the AFC's business interests and strategies.

Signatory

By signing below, the AFC and the Consultant agree to the terms provided herein.

For the Association of Florida Colleges



Michael Brawer,
Executive Director and Chief Executive Officer

06/29/18
Date

For Moore, Inc.



Karen Moore, Consultant

6/29/18
Date

Witness



6/29/18
Date