

**Association of Florida Colleges
Contract for Services**

**Starfish Management Solutions
for
Bookkeeping Assistance**

THIS AGREEMENT is made August 10, 2018 by and between the **Association of Florida Colleges, Inc.**, a nonprofit 501C(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, hereinafter is referred to as the AFC, and **Ms. Frances Gilbert, doing business as Starfish Management Solutions**, whose mailing address is at 400 Capital Circle SE, Suite 18270, Tallahassee, Florida 32301 and who hereinafter is referred to as the "Consultant."

WITNESSETH, the AFC 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 state and community college educational system; and,

THE Consultant has certain knowledge, skills, and abilities in regard to bookkeeping 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 professional manner.
2. The term of this Agreement shall be for service from August 20, 2018 through June 30, 2019.
3. The fee paid by AFC to the Consultant for the services delineated below under Payment Schedule shall be \$20.00 per hour not to exceed 10 hours per week, and shall be paid monthly upon submission of an invoice.

IT IS FURTHER AGREED that:

4. The Consultant is an independent contractor, and is not an employee, nor will the Consultant represent itself as an employee of AFC. Further, the Consultant agrees that its agents or employees, who may render services under this agreement, shall neither be nor represent themselves as employees of AFC.
5. As an independent contractor, the Consultant understands and agrees that 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 agents or employees.

6. The Consultant agrees to provide evidence of and maintain an active policy of professional liability with a \$500,000 minimum limit during the term of this agreement.
7. In the event the AFC or the Consultant determines, at its sole discretion, that the either entity's performance under this contract is not sufficient to meet the Scope of Services described herein, or that the Consultant has breached any provision indicated herein, the AFC or the Consultant may cancel this agreement with five (5) days written notice to the other.
8. This Contract constitutes the entire agreement between the AFC and the Consultant, and it 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.
9. 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 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 will assist the Director of Administration up to 10 hours weekly in the AFC office with various tasks as assigned related to maintaining accurate and up-to-date financial records of the AFC. The duties and responsibilities include but are not limited to:

- Enters daily credit card deposits into QuickBooks Accounting Software on a weekly basis
- Enters check deposits into QuickBooks Accounting Software on a weekly basis
- Assists with maintaining and preparing files of invoices and other financial records for annual audit purposes
- Assists with preparation and follow-up of invoices for accounts receivable
- Assists with preparing financial reports as requested
- Assists with reconciling monthly bank statements

Expenses

Costs of related expenses that are not included in the fee to be paid as described in item 3 above, must be approved in advance by the AFC Chief Executive Officer.

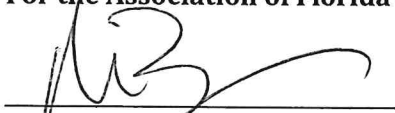
Conflict of Interest and Confidentiality

It is understood that Consultant may represent numerous clients within the state of Florida association community. In order to ensure the candor and trust in the relationship, the Consultant shall keep confidential all information about the AFC's activities, interests, operations, and business strategies, and engage no clients in direct conflict with the goals, purposes, and membership of the AFC.

Signatory

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

For the Association of Florida Colleges

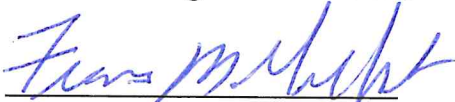


Michael Brawer,
Executive Director and Chief Executive Officer

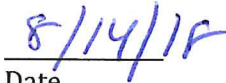


Date

Starfish Management Solutions


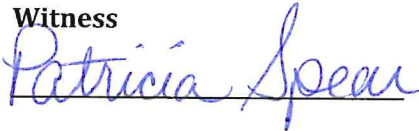


Frances Gilbert, Consultant



Date

Witness



Date