



CONSULTING SERVICES AGREEMENT

This contract documents the agreement between Association of Florida Colleges (hereinafter Association), and The NCHERM Group LLC (hereinafter TNG), to be known collectively as “the parties.” This contract consists of a cover page, Standard Terms and Conditions, and no additional pages.

The parties agree to the following: Brian Van Brunt of TNG will provide Association with BIT Best Practices, Phase Two on July 10th and 11th, 2019 from 8:30AM-4:30PM.

The dates of performance under this contract are 07/10/2019 through 07/11/2019.

The Association will pay NCHERM \$35,000. Other Payment Terms: TNG will provide training under one contract with Association, in the amount of \$35,000 for up to 59 people. Association is welcome to invite other attendees to participate in the training at a rate of \$600 per person. For any additional registration fees of \$600 per attendee collected beyond the minimum contract amount of \$35,000 (59 people) the association will keep 25% (\$150) per attendee. The remaining amount of the registration fee(s) (\$450) will be paid to The NCHERM Group.

Other terms: An itinerary will be agreed upon by the parties in advance and is incorporated into this agreement by reference. The Association will return this contract signed on or before March 4th, 2019. If this contract is not signed and returned 30 days prior to the visit, Association forfeits the dates and the visit will need to be rescheduled. Please mail all cheques (deposit and balance) to 1109 Lancaster Avenue, Berwyn, PA 19312.

“Note: Dangerousness and violence, from a student, faculty or staff member is difficult, if not impossible to accurately predict. Information in this email should not be seen as legal or psychological advice or as a guarantee or offer any assurance that violence will be prevented.”

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives.

For TNG:



Signature

Brett A. Sokolow, J.D.

Name and Title

1109 Lancaster Avenue

Berwyn, PA 19312

610-993-0229 610-993-0228

Telephone Number Fax

02/18/2019

Date

For Association of Florida Colleges:



Signature

Michael Brawer, CEO

Name and Title

1725 Mahan Drive

Address

Tallahassee, FL 32308

Address

(850) 222-3222

Telephone Number

3/13/19

Date

Standard Terms and Conditions

1. This Contract may be modified only by a written amendment that has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
2. Association may terminate this Contract without penalty by giving TNG written or emailed notice at least sixty (60) days prior to the date(s) of performance. If Association terminates less than sixty (60) days prior to the date(s) of performance, TNG shall be entitled to receive equitable compensation for satisfactory work completed as of the termination date or loss of revenue incurred by the date(s) of performance and at minimum will retain any deposits rendered as liquidated damages.
3. Association may reschedule the period of performance without penalty by giving TNG written or emailed notice at least sixty (60) days prior to the date(s) of performance. If Association reschedules the period of performance less than sixty (60) days prior to the date(s) of performance, TNG shall be entitled to receive an additional \$1,500 per day contracted as a rescheduling fee.
4. If TNG fails to perform properly its obligations under this Contract or violates any term of this Contract, the Association shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services.
5. Association shall have no liability except as specifically provided in this Contract.
6. TNG shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
7. This agreement represents the full and complete contract between the parties and is integrated on its face.
8. This contract supersedes and replaces any previous contracts between the parties with respect to the work to be performed under the terms of this contract.
9. In the event of an Act of God (e.g. inclement weather, destruction of facilities, illness, and the like), TNG and Association will in good faith attempt to fully perform this agreement. However, in the event that an Act of God prevents performance by either or both parties, both parties agree to make good faith efforts to reschedule the consulting program at a mutually acceptable later date. Association agrees to compensate TNG on the date of the originally scheduled consulting program as per the terms of this contract and at that time to compensate TNG for half the amount of any additional travel and/or expenses related to rescheduling.
10. The terms of this Agreement are independently valid. Any invalid term may be severed without invalidating the remaining clauses.
11. Association agrees to indemnify, defend and hold harmless TNG and all of TNG's officers, directors, managers, employees, members, owners, agents, partners, consultants attorneys, representatives, successors and assigns (collectively " TNG Affiliates") and to release, absolve and forever discharge TNG and all TNG Affiliates from any and all claims, actions, causes of action, (including, without limitation, any and all legal actions arising out of Association's reliance upon the advice given at any time by TNG or TNG Affiliates), demands, agreements, contracts, covenants, suits, obligations, controversies, costs, expenses, accounts, damages, judgments, lawsuits and liabilities of whatever kind or nature

in law, equity or otherwise in any way arising out of the subject matter of or under this agreement (collectively "Claims"). Association recognizes that under the terms of this agreement, TNG is not providing legal advice or acting in the capacity of legal counsel, and that Association should consult its attorneys before acting upon any advice or suggestions made by TNG's employees in the course of their consulting programs. This indemnification includes all costs of defense and legal expenses regardless of insurance coverage. This indemnification does not extend to acts of gross negligence by TNG or any TNG Affiliate under the laws of the state by which this contract is governed. Association will pay or reimburse TNG for all costs covered by this paragraph that are incurred by TNG directly, upon invoice, within 14 days.

12. Not all Consultants of The NCHERM Group, LLC are practicing attorneys. Some are college administrators, psychologists, or attorneys who function in consulting roles and do not maintain current bar admission. This agreement is for consulting services, not for retention of legal counsel. If a privileged relationship is desired, the agreement must be revised to expressly provide for it.
13. TNG Consultants are retained for the purpose of providing a training or presentation program and to provide expert consulting advice to clients. TNG does not control and is not responsible for the actions of presenters outside the training hours and/or beyond the expertise they are contracted to provide to clients. Consultants are not authorized to act as agents of TNG outside of the contracted hours, audiences and areas of expertise specified in the agreement.
14. Waiver of any term of this contract by TNG constitutes a single event of waiver of that term and shall not be construed to constitute waiver of that or any other term at any future date.
15. PRECONDITION OF PERFORMANCE. Association must pay TNG on the date of the consulting program. TNG's agents will not perform unless this condition is met or waived at least 48 hours before the date of the consulting program. Please mail cheque to The NCHERM Group at 1109 Lancaster Avenue, Berwyn, PA 19312 by the date of the program.
16. TAXES. Association is liable for payment to TNG of the total amount of our fee, irrespective of state entertainment taxes or other withholding. In the event Association is required to withhold state income or entertainment taxes, amend the contract amount accordingly to reflect the addition of the state tax amount to our fee, and alert TNG if Association is required to withhold or will be withholding state tax.