

**Association of Florida Colleges
Contract for Services**

**Florida Taxwatch, Inc.
for
Independent Assessment of the Economic Impact of the Florida College System
Written Report**

THIS AGREEMENT is made October 30, 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 **Florida TaxWatch Research Institute, Inc., a 501(c)(3) nonprofit scientific research institute** whose principal place of business is at 106 N. Bronough St. Tallahassee, Florida 32301 and who hereinafter is referred to as the "TaxWatch."

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,

TaxWatch is seeking financial support for the performance of a publicly available, evidence-based, independent research analysis on the impact of the Florida State College System and has certain knowledge, skills, and abilities in regard to economic impact study written reports which can assist the AFC; and

THE AFC and TaxWatch mutually wish to enter into an Agreement 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 TaxWatch agree as follows:

1. TaxWatch 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 October 29, 2018 through January 25, 2019.
3. The fee paid by AFC to TaxWatch for the services delineated below under Payment Schedule shall be \$25,000 and shall be paid in two installments upon submission of an invoice - half upon execution of this agreement, and half upon delivery of the final written report product.
4. The AFC recognizes and acknowledges that neither this agreement nor the financial support outlined herein affords any expectation that the AFC may, could, or will have any impact on the collection of evidence, findings of fact, analysis of data, or conclusion and recommendations, except as such would be granted to any expert or stakeholder.

IT IS FURTHER AGREED that:

5. TaxWatch is an independent organization operating as a contractor, and is not an employee, nor will the TaxWatch represent itself as an employee of AFC. Further, TaxWatch agrees that its agents or employees, who may render services under this Agreement, shall neither be nor represent themselves as employees of AFC.
6. As an independent contractor, TaxWatch understands 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 TaxWatch's agents or employees.
7. TaxWatch agrees to provide evidence of and maintain an active policy of professional liability with a \$1,000,000 minimum limit during the term of this Agreement.
8. The AFC acknowledges that all persons or entities that financially support a TaxWatch independent research and analysis project do so with no expectation of that such financial support, interchangeably known as "sponsorship", may, could, or will have any impact on the collection of evidence, findings of fact, analysis of data, or conclusion and recommendations, except as such would be granted to any expert or stakeholder. All such sponsors, including the AFC, recognize and accept that their financial support is nonexclusive and that Florida TaxWatch may seek additional financial support from other third-parties in same manner, with the same understandings, limitations, and restrictions as contained in this Agreement. Furthermore, such sponsors recognize the need for transparency of their financial support and accept that all such financial supporters, whether the support is monetary or valuable service, will be noted as such in the published report.
9. The AFC acknowledges and agrees that TaxWatch shall and must retain exclusive editorial control of the content of the final report and the manner of publication. Such control is necessary to maintain the integrity of TaxWatch and the independent analysis envisioned by this Agreement. Furthermore, all work and products conducted pursuant to this Agreement shall comply with the "Policies and Procedures to Maintain the High Quality, Integrity, and Independent of Research Conducted by Florida TaxWatch and its Centers of Excellence and Task Forces" (a.k.a. "The Florida TaxWatch Research Policies and Procedures").
10. TaxWatch reserves ownership for all intellectual property and copyrightable materials developed as part of the performance of this Agreement by TaxWatch staff or consultants, whether published or unpublished; however, both TaxWatch and the AFC shall have the right to publish summaries, articles, monographs, and other scholarly or marketing publications, which recognize the role of the AFC as a sponsor and the role of TaxWatch as the source of such information, and copyright such publications if appropriate, based on the work produced under this Agreement.
11. The AFC acknowledges and agrees that TaxWatch does not and shall not lobby on behalf of any organization, entity, or idea. It is understood by the AFC that at no

time pursuant to this Agreement shall any TaxWatch personnel, including staff, consultants, volunteers, or representatives of any kind, be required to register as a lobbyist in any form to any level of government.

12. The AFC acknowledges and agrees that TaxWatch does not accept directed appropriations of public money as payment under this Agreement and the AFC agrees that it shall pay only with non-public funds.
13. Either party may terminate this Agreement for cause or for convenience with fifteen (15) days written notification to the other. In the event of termination, Florida TaxWatch will be reimbursed for all costs incurred and all non-cancellable obligations through the date of termination.
14. This Agreement constitutes the entire agreement between the AFC and TaxWatch , 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.
15. This Agreement 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. 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 - Project Charter

TaxWatch will conduct research and related activities, utilizing personnel, and following the timeline, and all aspects of the attached Florida TaxWatch Independent Research Project Charter (attachment 1). TaxWatch shall publish, no later than January 25, 2019, a written report as outlined in attachment 1.

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 TaxWatch may conduct other projects or activities related to its mission and purpose within the state of Florida association community. In order to ensure the candor and trust in the relationship, TaxWatch shall keep confidential all information about the AFC's activities, interests, operations, and business strategies in perpetuity, and undertake no projects in direct conflict with the goals, purposes, and membership of the AFC during the term of this Agreement.

Signatory

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

For the Association of Florida Colleges

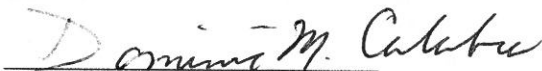


Michael Brawer,
Executive Director and Chief Executive Officer

10/30/18

Date

For Florida Tax Watch

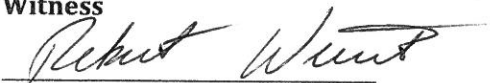


Dominic M. Calabro
President & Chief Executive Officer

10/29/2018

Date

Witness



10/30/18

Date

FLORIDA TAXWATCH INDEPENDENT RESEARCH PROJECT CHARTER			
Project Name:	Independent Assessment of the Economic Impact of the Florida College System		
Project Sponsor:	Florida College System Council of Presidents / Helios Education Foundation		
Project Description:	A 2006 study by Florida TaxWatch compared the educational benefits of community college to the costs and calculated a 33.9 percent return on investment. The study also compared the performance of Florida colleges to colleges in other states. This project is an update of the 2006 TaxWatch study.		
Project Outline:	Review best available existing data and research reports to compare the performance of the FCS to community colleges in other states. Use the Regional Economic Model (REMI) to project the direct, indirect, and induced economic impacts of the FCS and to calculate the state's return on investment.		
Team Members:	Name	Role	Signature
	Bob Nave	Lead Researcher	
	Bob Nave	Lead Author	
	Kyle Baltuch	Lead Economist	
	Florida Council of Economic Advisors Member TBD	Econometrician	
	Chris Barry	Publications	
	Robert Weissert	Advisor	
	Dominic Calabro	Approval	
Project Schedule:*	Start Date	November 1, 2018	
	First Draft	December 14, 2018	
	Internal Peer Review	December 18, 2018	
	Revisions to Publications	December 19, 2018	
	Revised draft for review	December 28, 2018	
	Internal Peer Review	N/A	
	External Review (if appropriate)	January 14, 2019	
	Final Draft	January 18, 2019	
	Executive Approvals	January 21, 2019	
	Publication & Release Date	January 25, 2019	
Support Required:	Economic modeling support from Regional Economic Models, Inc., will be required to project the direct, indirect, and induced economic impacts of the FCS and to calculate the state's return on investment.		

* Assumes contract for the project is executed by November 1, 2018. Delays in contract execution will result in adjustments to this schedule.