

ASSOCIATION OF FLORIDA COLLEGES
Contract for Governmental Relations and Consulting Services

THIS AGREEMENT is made September 17, 2019, by and between the Association of Florida Colleges, Inc., and who hereinafter is referred to as the "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 Southern Group, Inc. represented by Seth McKeel, a governmental relations consulting firm, whose principal place of business is located at 123 South Adams Street, Tallahassee, FL 32301, and who hereinafter is referred to as the "Consultant."

WITNESSETH, the AFC is a professional association which actively promotes and democratically represents, supports, and serves its members and;

THE Consultant has certain knowledge, skills, and abilities in regard to governmental 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 professional manner.
2. The fee paid by the AFC to the Consultant for the services delineated in this Agreement shall be a flat rate of \$95,000, payable in equal monthly installments during the term.
3. The term of this Agreement shall be from September 17, 2019 through September 17, 2020.
4. The AFC shall provide, in addition to the fee, for the Consultants' travel and other expenses not to exceed \$5,000 for the term of the contract.
5. This contract may be extended by mutual written agreement between the AFC and the Consultant.

PROVIDED, however, that:

6. 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 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.
7. As an independent contractor, the Consultant 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 the Consultant or the Consultant's officers, employees, volunteers, relatives, friends, etc.
8. 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 (30) written notice to the Consultant. In that event, AFC shall only be responsible for payment for hours expended by consultant up to the date of cancellation.

9. 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.
10. 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 execute a strategy to be approved and assigned by the AFC Council of Presidents (AFC/COP) via the AFC Policy and Advocacy Committee, and in coordination with the AFC CEO/Executive Director and AFC Legislative Committee. The Consultant, utilizing all personnel and resources of its firm, shall lobby and provide governmental consulting to the legislative and executive branches of government. Specific areas of lobbying include, but are not limited to:

1. Providing lobbying and governmental consulting to secure funding increases supporting the annual AFC/COP Legislative Budget Request, budget allocations and specific appropriations in the annual General Appropriations Act, and Public Education Capital Outlay funding for college facilities;
2. Any legislative policy issue(s) as determined by the AFC/COP impacting the Florida College System. This includes system-wide policy issues as they emerge or as needed, including, but not limited to baccalaureate degrees, dual enrollment, tenure, technology, Florida Retirement System, DROP, efforts to allow weapons and/or guns on campus, or other matters as identified that could positively or adversely impact Florida College System faculty, staff, and students.

Specific duties to be conducted under the terms of this contract include but are not limited to:

1. Provide a strategy for advancing the annual AFC/COP Legislative Budget Request (LBR);
2. Participate in meetings/conference calls as needed with the Council of Presidents, AFC Policy and Advocacy Committee, and/or AFC CEO/Executive Director and AFC Legislative Committee members;
3. Attend and report on legislative meetings, as needed and requested, related to legislation being monitored;
4. Arrange meetings for college presidents and others as requested with legislators, legislative staff, and executive branch officials to discuss AFC/COP issues and concerns;
5. Provide political analysis of legislative and executive decisions as requested;
6. Assist with identifying visitors and speakers for AFC events as needed;
7. Provide a minimum of three (3) bill summaries for nine weeks, each Monday by 9:00AM, during legislative session for the AFC "*Capitol Perceptions*" Legislative Newsletter to members.

Chain of Command

The Consultant shall only receive direction from and report to the AFC/COP Chair or AFC Policy and Advocacy Committee Chair, or the CEO/Executive Director and the AFC Legislative Chair who may provide direction to the consultant.

Payment

The Consultant will provide an invoice for payment monthly in the amount of \$7,916.67 for a twelve-month term beginning September 17, 2019

Expenses

Costs directly attributable to the performance of this work may be billed in addition to the monthly retainer, not to exceed \$5,000 for the term of this agreement. These costs may include travel and other expenses incurred by the Consultant on the AFC's behalf. No additional costs will be incurred without prior approval by the CEO/Executive Director.

Conflict of Interest

It is understood that the Consultant has and represents numerous clients. The Consultant affirms that it does not presently represent any client(s) whose interests are in conflict with the AFC, and agrees not to represent clients when that representation would create a conflict with the interests of the AFC. In order to ensure the candor and trust in the relationship that forms the basis of effective governmental consulting, the Consultant shall keep confidential all information about the AFC's business and legislative interests and strategies.

Lobbying Fee Disclosure

The AFC and the Consultant mutually understand that Florida has a lobbying fee disclosure law that requires quarterly disclosure of fees. It is agreed that the attached Lobbyist Fee Disclosure form (Addendum 1) will be used by the Consultant to comply with this regulatory requirement.

Signatory

For the Association of Florida Colleges

Michael Brawer,
Executive Director and Chief Executive Officer

Date

For The Southern Group

Seth McKeel, Consultant

Date

Witness

Date