

AGREEMENT

For the provision of Resource Development
Consultation Services by and between
The WestCare Foundation, Inc.
(including subsidiary entities The Village South, Inc., The Guidance/Care Center, Inc.,
and WestCare GulfCoast-Florida, Inc.)
(hereinafter referred to as the "Client")

and

A. Stephen Hill & Associates
1373 Lloyds Cove Road
Tallahassee, FL 32312
(hereinafter referred to as "Consultant")

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This agreement is entered into this 1st day of December 2016 by and between
the Client and the Consultant to establish a contract for the provision of Resource
Development Consultation Services by the Consultant for the benefit of the Client. This
Agreement supersedes all prior agreements, written and/or oral, between the parties.

ARTICLE I

TERM, RENEWAL AND TERMINATION

1. The term of this agreement shall begin December 1, 2016 and shall
continue until terminated with 60-day notification with or without cause by
either the Client or Consultant.

ARTICLE II

ASSIGNMENT

1. This Agreement shall not be assigned by either party without the prior
written consent of the other party.

ARTICLE III

NONDISCRIMINATION

1. In the performance of this Agreement, there shall be no discrimination
because of race, color, sex, religion, ethnic background, creed, age,
ancestry, disability or natural origin against any persons by the Client or
the Consultant.

ARTICLE IV

CONSULTATION DUTIES

In order to improve the Client's financial position by increasing both public and
private revenues, the Consultant shall perform the following services:

1. Provide advice and recommend strategies/information needed to effectively promote the mission, goals and objectives of the Client.
2. Assist in identifying both public and private sources for the funding and/or financing of services provided by the Client.
3. Advocate on behalf of the Client to obtain a specific state appropriation for the Client, to be determined by the Client in consultation with the Consultant, and attached to this Agreement as an addendum. These activities include working with relevant state agencies; the Governor's Office of Planning and Budgeting (OPB); and the Florida Legislature.
4. Identify appropriate meetings or political events in which the Client or the Client's designee should participate. The Consultant agrees to arrange attendance for the Client or represent the Client, if necessary.

ARTICLE V

REMUNERATION FOR SERVICES

1. In consideration of the services performed, the Client shall compensate the Consultant as follows:
 - A. The Consultant shall be compensated at the rate of \$65,000 per year for services rendered beginning December 1, 2016 and continuing until termination of this agreement. Compensation, at the rate of \$5,416.67 per month, must be sent by automatic retainer (no bill will be mailed) to Consultant before the end of each billable month (i.e., payment due by the end of each month).
 - B. Pre-approved travel and other expenses incurred by the Consultant on behalf of the Client will be reimbursed by the Client. All preapproved travel and other expenses must be authorized, in writing, in advance by Client and will be reimbursed upon submission of receipts.
 - C. All compensation/reimbursement to Consultant will be provided from private, non-state monies.

ARTICLE VI

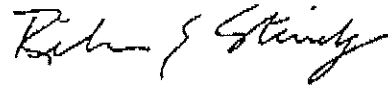
ADMINISTRATIVE ISSUES

1. The Consultant shall report/respond to the Client solely through the Client's Executive Director/President & CEO and/or designee.
2. The Consultant shall comply with all statutes, laws, and ordinances, policies, rules and regulations promulgated by or pertaining to the Client.
3. The Consultant is an independent contractor and shall not be eligible for regular employee benefits. Notwithstanding anything in this Agreement or otherwise to the contrary, the Consultant shall not be construed to be an agent, employee, partner, or joint venturer with the Client.
4. The Consultant must maintain current registrations, certifications, and/or licenses or other such qualifications or credentials, if any, that are legally required in order for the Consultant to fulfill the obligations of this Agreement as specified in ARTICLE IV.

- 5. All materials and properties either furnished by the Client or developed under this Agreement shall be the property of the Client and shall be returned to the Client upon the termination of this Agreement.
- 6. Any alterations, variations, modifications or waivers of the provisions of the Agreement shall only be valid when they have been reduced to writing, duly signed by both parties and attached to the original Agreement.
- 7. This Agreement shall be interpreted under and governed by the laws of the State of Florida. If any provision hereof or the application of any provision to any person or circumstances is held invalid or unenforceable, the remainder hereof and the application of such provision to other persons or circumstances shall remain valid and enforceable.
- 8. This Agreement, contains all terms and conditions agreed upon by the parties. No other agreements, oral or otherwise regarding Resource Development Consultation Services shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties execute this Agreement December 1, 2016.

ATTEST



Richard E. Steinberg,
President/ CEO

A. Stephen Hill & Associates
1373 Lloyds Cove Road
Tallahassee, Florida 32312

ATTEST:



President