



5840 26th St W, Bradenton, FL 34207 941-752-5390
8000 S Tamiami Trail, Venice, FL 34293 941-408-1418
SCF-Foundation.org

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August 15, 2018

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Metz, Husband, Daughton, P.A.
215 S. Monroe Street, Ste. 505
Tallahassee, FL 32301

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RE: Extension of Agreement for Professional Services

Secretary
Cassandra Holmes

Dear Sir or Madam,

Directors
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In accordance with paragraph 3 of that certain Agreement for Professional Services dated September 25, 2013, this correspondence will serve as notice by the State College of Florida Foundation, Inc. of its election to exercise the option to extension the agreement on an annual basis through September 23, 2019, upon the same terms and conditions in the Agreement.

We appreciate your services and your attention to the matter.

Best Regards,


Cassandra Holmes
Executive Director

Executive Director
Cassandra Holmes

President's Circle

Annette Dignam
Thomas Dignam
Tana Sandefur (d)
John W. Schaub, III '68
Nelda H. Thompson

OUR MISSION: We connect donors' passions and regional partners with State College of Florida's outstanding students, faculty, programs and community, and we steward foundation assets consistent with our donors' intent.

The Foundation for Your Community's College

Agreement for Professional Services

This AGREEMENT, made this 23 day of September, 2013 by and between State College of Florida Foundation, Inc., P.O. Box 1849, Bradenton, FL 34206 (hereinafter called the "Client") and Metz Husband Daughton P.A., 215 South Monroe Street, Suite 505, Tallahassee, FL 32301, (hereinafter called the "Consultant").

WITNESSETH

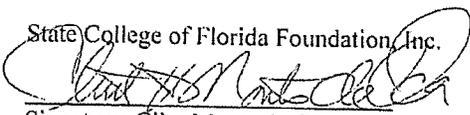
That in consideration of the mutual covenants and agreements herein contained the parties agree to the following:

1. The Client hereby engages and retains the Consultant as its Consultant for and during the period commencing on September 23, 2013 and ending on September 23, 2015, for representation before the Florida Legislature, committees of reference, state and government agencies. Consultant shall receive legislative priorities from the President of the College, and will keep the President and the Client informed in the state legislative process through regular updates.
2. The Consultant accepts such employment and agrees to render and perform all services necessary or proper for the advancement of the interests of the Client as a Direct Support Organization of State College of Florida, Manatee-Sarasota to the extent required by such Client and agreed to by the Consultant.
3. The Client shall pay to the Consultant as compensation for services to be performed the sum of \$4,000.00 per month beginning September 23, 2013 and ending September 23, 2015. In addition, Client will be responsible for payment of all reasonable costs incurred by Consultant in the course of this representation. Costs include travel, copying, messenger services, telecommunication charges, computer research services, pre-approved registration fees, and other out-of-pocket expenditures. Travel and per diem costs as well as automobile travel expenses shall be in accordance with s. 112.061, F.S. Consultant will send a monthly invoice showing the amount of fees and cost disbursements, which is payable upon receipt. Reimbursable fees and costs shall not exceed \$300.00 per month without prior approval. The term of the Agreement may be extended on an annual basis upon the same terms and conditions in the Agreement at the option of the Client. Any extension shall be exercised in writing and shall be deemed exercised when deposited, postage pre-paid in the U S Mail.
4. It is understood that the Consultant may also provide consulting and lobbying services for other clients during the term of this agreement. The Consultant however will not undertake any responsibilities or engage in any activities, which reasonably conflict with the interest of the client without obtaining written permission from the Client. The consultant shall disclose to the Client in writing any situation, which may reasonably present a conflict of interest.
5. This Agreement involves personal services and cannot be assigned by either party without obtaining the written permission of the non-assigning party.
6. Because the Consultant is engaged in its own independently established business, the Consultant is not eligible for and will not participate in any employee retirement or benefit plan, including but not limited to, health, life or dental insurance, paid vacation or paid sick leave, and the client will not withhold Federal income tax or Social Security tax for the Consultant. Client will not obtain or maintain worker's compensation insurance for the

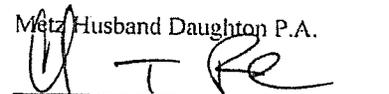
Consultant. The Consultant acknowledges that he is responsible to pay according to the law, income tax and Social Security tax.

7. Nothing herein shall be construed as giving the Client the right to control the professional judgment or actions of the Consultant performing services hereunder, and Consultant shall at all times, act as an independent contractor. The Consultant is not and shall not be an employee, agent, or servant of the Client; instead, Consultant is an independent contractor who has agreed to be available to provide the professional services as described herein. In performing services under this Agreement for Professional Services the Consultant covenants and agrees that he shall (i) use diligent efforts and professional skills and judgment, (ii) provide services in accordance within a manner consistent with customary and recognized standards of his profession, (iii) conduct himself in a manner consistent with policies and rules and regulations of the Client.
8. This Agreement including, the referenced documents represents all the terms and conditions agreed to by the parties. No other understandings or representations oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.
9. Consultant agrees to protect, defend, indemnify and hold the Client and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or due to any negligent act or omission of Consultant or its employees in connection hereof. Without limiting its liability under this Agreement, Consultant shall procure and maintain during the life of this Agreement professional liability insurance in a minimum amount of one million dollars (\$1,000,000.00). This provision shall survive the termination of this Agreement.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement may be amended only by a writing duly entered into by the Client and Consultant.
11. Either party may cancel this Agreement for any reason upon thirty (30) days advance written notice to the other party. In the event of cancellation, Consultant shall immediately cease work hereunder and shall be reimbursed for eligible and documented reimbursable expenses incurred prior to the date of cancellation.
12. In the event that either party seeks to enforce this Agreement through attorneys at law, then the parties agree that each party shall bear its own costs and that jurisdiction for such an action shall be in a court of competent jurisdiction in Manatee County, Florida.

The persons signing below execute this agreement, consisting of two (2) pages and no attachments and warrant that they have the authority to execute this Agreement.

State College of Florida Foundation, Inc.

Signature: Clint Monts de Oca

Interim Executive Director
Title
Date 9-25-2013

Metz Husband Daughton P.A.

Signature:

Senior Policy Advisor
Title
Date 9/25/13