AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Drug Free Communities Grant Writing Services; Here-4-You Consulting; $3,999

Action Requested: County Manager Signature

Parties to the Agreement: Here-4-You Consulting and Gunnison County

Term Begins: 1/21/2014 **Term Ends:** 3/31/2014 **Grant Contract #:**

Summary:
here 4 you is being hired to take the lead on writing the Drug Free Communities Grant re-newal application for GCSAPP's next five-years of funding

Fiscal Impact: $3,999 paid out of the Substance Abuse Activity Revenue

Submitted by: M. Kuehlhorn **Submitter's Email Address:** Mkuehlhorn@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

This agreement for $3,999 is also subject to other reimbursable cost. The expense will be covered by the Substance Abuse Activity 2014 revenue.

Reviewed by: GUNCOUNTY1\LNIENHUESER Discharge Date: 1/16/2014

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ATREZISE Discharge Date: 1/15/2014 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\MBIRNIE Discharge Date: 1/16/2014

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 1/21/2014 Follow Up Agenda Date:

Revised April 2013

CONSULTING AGREEMENT

This Agreement is made effective as of **January 15, 2014** by and between **Gunnison County Substance Abuse Prevention Project** of **200 East Virginia Avenue, Gunnison, CO 81230** and **Here-4-You Consulting** of **P.O. Box 2361, Front Royal. VA 22630.**

In this Agreement, the party who is contracting to receive services shall be referred to as "**CLIENT**", and the party who will be providing the services, shall be referred to as "**H4Y.**" CLIENT desires to have services provided by H4Y. Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** H4Y will provide the following services (collectively, the "Services") for the benefit of CLIENT as a whole and it is understood that this agreement does not provide services to individual members or member agencies within CLIENT membership:
   - H4Y agrees to provide consultation, research, and writing targeted toward to appropriate funding sources to help sustain and advance the services, programs, and facilities offered by CLIENT.
   - H4Y agrees to consult with the individual designated by the CLIENT Board of Directors regarding appropriate funding sources to help sustain and advance the services and facilities offered by CLIENT.
   - This contract includes the services **to apply to the Drug Free Communities Support Program for 2014.**
   - All other ongoing consultation performed on behalf of CLIENT will be performed under an hourly or separate agreement.

2. **PERFORMANCE OF SERVICES:** H4Y commits to CLIENT to work as many hours as may be reasonably necessary to fulfill the obligations under this Agreement. CLIENT commits to H4Y to work as many hours as may be reasonably necessary to fulfill the obligations under this Agreement. Ongoing services may be continued under this agreement or through a new agreement. This agreement remains in force until a new signed contract is ratified.

   CLIENT understands that H4Y does not guarantee any result due to the variables that make any guarantee impractical. Some of these variables include the funding climate, responsiveness of CLIENT staff/Council members, performance of CLIENT staff/Council members, variables in response to appeals, events, and grantors, etc.

3. **PAYMENT:** CLIENT will pay fees to H4Y for Services as described below. These fees will be paid as follows:
   - **H4Y will be paid $3,999 for any and all consultation services rendered to the CLIENT in relation to the above mentioned grant program.**
   - An initial retainer of $2,000 is due at contract initiation, a 2nd payment of $1,000 is due upon release of the 2014 RFA and the final payment of $999 along with expense reimbursement is due upon submission of the application.
   - It is estimated that the proposal will require 80-120 hours to complete and expenses will total less than $100.
   - Reasonable and necessary expenses will be paid as outlined in Section 4, EXPENSE REIMBURSEMENT.
   - A 2% service charge will be assessed to payments more than 10 days late and will recur every 10 days. Product and service delivery will be suspended while payments are outstanding for more than 15 days.

4. **EXPENSE REIMBURSEMENT:** H4Y shall be entitled to reimbursement from CLIENT for the following "out-of-pocket" expenses, limited to a maximum of $100 NOT including travel if specifically requested by the client:
   - Meals: $50 per diem
   - Airfare & Lodging expenses
   - Printing/copying .10 per page
   - Mileage:$.505 per mile
   - Actual Postage Costs

5. **NEW PROJECT APPROVAL:** H4Y and CLIENT recognize that Services will include working on various projects for CLIENT. H4Y shall obtain the approval of CLIENT prior to commencement of a new project.

6. **TERM/TERMINATION:** This Agreement shall be effective **until work is completed** or for a period of **6-months** after the start of services, whichever occurs first. Either party may terminate this agreement after written notice outlining dissatisfaction with the others performance. All payments due/paid for services rendered to date are still required and will not be forfeited/refunded upon termination.

7. **RELATIONSHIP OF PARTIES:** It is understood by both parties that H4Y is an independent contractor with respect to CLIENT, and not an employee of CLIENT. CLIENT will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of H4Y.

8. **INJURIES:** H4Y acknowledges his obligation to obtain appropriate insurance coverage for the benefit of his and his associates. H4Y waives any rights to recovery from CLIENT for any injuries that H4Y may sustain while performing services under this Agreement and to indemnify CLIENT for any injuries sustained by his Associates while performing services under this agreement.

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9. **CONFIDENTIALITY.** CLIENT recognizes that H4Y has and will have the following information:
   - Confidential information and other proprietary information (collectively, "Information") which are valuable, special and unique assets of CLIENT, Inc. and need to be protected from improper disclosure. In consideration for the disclosure of the Information, H4Y agrees that he will not at any time or in any manner, either directly or indirectly, use any Information for his own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of CLIENT. H4Y will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

10. **CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

11. **CHARITABLE REQUIREMENTS.** H4Y provides writing and research services to enable the named client to market the organization to specific audiences. H4Y does not plan, manage, advise, consult, or prepare material to be sent as solicitations for specific individuals or organizations within any specific state but written copy is customized to appeal to different and specific audiences. At no time will H4Y have custody of any monies, property, or other assets belonging to or directed toward any charitable organization. H4Y will not mail or otherwise distribute fundraising or other solicitous materials from H4Y on behalf of an organization. If the organization wishes to contract for these additional services it will require that we register this modified relationship as required with any and all states requiring registration and will require an additional fee of up to $500 per state in which services are directed toward. Client will also need to ensure that they are properly registered as a charitable organization conducting fundraising in each effected state.

12. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

13. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

14. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. 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.

15. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. **APPLICABLE LAW; FORUM SELECTION; ATTORNEYS' FEES.** This Agreement shall be governed by the laws of the Commonwealth of Virginia, excluding its choice of law provisions. Notwithstanding any absence of minimum contacts, CLIENT hereby consents to the exercise of personal jurisdiction over it by the Commonwealth of Virginia courts sitting in Front Royal, Virginia, or the federal court sitting in Harrisonburg, Virginia, with respect to any dispute between the parties arising under this Agreement, including any civil action against CLIENT for the nonpayment of any fees due to H4Y under this Agreement. CLIENT further agrees that in any such civil action arising under this Agreement or for payment of fees described herein, the above-mentioned courts shall constitute proper and appropriate venues not subject to an objection for improper venue. In any civil action that H4Y brings against CLIENT for the nonpayment of fees due to H4Y under this Agreement, in addition to any other recovery at law or in equity, the prevailing party shall be entitled to recover reasonable attorneys' fees.

Party receiving services:
CLIENT: _____ Date: January 14, 2014
CLIENT

Party providing services:
Here-4-You Consulting _____ Date: January 14, 2014
Jeffrey J. Rodman, Here-4-You Consulting

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