

*Vickers Consulting Services, Inc*  
*Consulting Agreement – Flat Rate for Regional Applications*

Rev. 11/06/2015

**EXHIBIT**

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This Agreement is made effective as of \_\_\_\_\_, by and between City of Sulphur Springs, Texas, Hopkins County, Texas, Hopkins County EMS, Texas, and Vickers Consulting Services Inc., PO Box 682903, Houston, TX 77268-2903.

In this Agreement, the party who is contracting to receive services shall be referred to as "Applicant", and the party who will be providing the services shall be referred to as "Consultant".

- Consultant has a background in Grant Writing, and is willing to provide services to Applicant based on this background.
- Applicant desires to have services provided by Consultant. Therefore, the parties agree as follows:

- 1. DESCRIPTION OF SERVICES.** Beginning on \_\_\_\_\_, Consultant will provide the following services if requested (collectively, the "Services"): grant program application development, including but not limited to: research of funding opportunities, project development, application development, application submission, cost estimation, and project narrative development. Applicant understands that their approval will be required on all applications prior to Consultant's submission of the application, if that particular service is being provided.
- 2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by Consultant shall be determined by Consultant. Applicant will rely on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this Agreement.
- 3. PAYMENT.** Applicant will pay a fee to Consultant for the Services based on a flat rate calculated by the rate of \$500.00 for each organization involved in the grant application. The final fee will be calculated after the application has submitted since it is based on the final number of participants. The Applicant will be responsible for payment of Consultant's fees no later than thirty (30) days following the submission of the proper invoice for the application after said application's submission. Upon termination of this Agreement Consultant shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Consultant has not yet been paid. Work product constituting payment is considered to be narrative preparation. If a narrative is prepared and submitted to the Applicant for review the relationship is considered to be billable and even if the Applicant decides not to apply to said grant program, they will be billed the full amount for services rendered. This amount will not exceed the agreed upon \$500 per organization involved in the grant.
- 4. EXPENSE REIMBURSEMENT.** Consultant shall pay all "out-of-pocket" expenses, and shall be entitled to reimbursement within 30 days of the incurred expense from Applicant. Reimbursable costs include, but are not limited to, postage, facsimile, notary, airfare & other travel related expenses, and other administrative costs. These costs will be limited to \$50 initially. If costs are to exceed \$50 Consultant will notify Applicant of the costs and receive written approval prior to making the expenditure. Since travel is not normally necessary for the Consultant to perform their duties, any travel requests by the Applicant shall be done in writing and costs agreed to prior to any travel plans being made.

**5. TERM/TERMINATION.** Since this Agreement is open-ended in nature, it shall be terminated in writing and agreed to by both parties. Termination can be stipulated to be upon completion by Consultant of the Services required by this Agreement, and payment by the Applicant for those services if the termination date is prior to the completion of the Service.

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

**7. INTELLECTUAL PROPERTY.** The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"): *a. Consultant's Intellectual Property.* Consultant does not personally hold any interest in any Intellectual Property. Applicant claims no rights to any work product of the Consultant for the length of service with the exception of the completed application and its components. Applicant makes no claims to the knowledge of the Consultant acquired during the length of service, even if acquired solely for the purpose of this Agreement.

**8. CONFIDENTIALITY.** Applicant recognizes that Consultant has and will have the following information:

- prices of items included in the application
- costs & budgeting information of the organization
- discounts being given to only the Applicant by vendors
- future plans of the organization
- current business affairs of the organization and other proprietary information

(collectively, "Information") which are valuable, special and unique assets of

Applicant and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Consultant agrees that Consultant will not at any time or in any manner, either directly or indirectly, use any specific Information that can be used to identify the Applicant for Consultant's own benefit, or divulge, disclose, or communicate in any manner any of said specific Information to any third party without the prior written consent of Applicant. Consultant will protect the Information and treat it as strictly confidential. Applicant agrees that Consultant can use general information describing the project and Applicant that will not divulge the identity of the Applicant as examples for published materials, speaking engagements, or any other such use. A violation of this paragraph shall be a material violation of this Agreement.

**9. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Applicant :

\_\_\_\_\_  
*Robert M. ...*, County Judge

IF for Consultant:

Vickers Consulting Services, Inc.

PO Box 682903  
Houston, TX 7728-2903

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above. Notices may also be sent by email or facsimile, and will be verified by telephone as to their authenticity.

**10. 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.

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

**12. 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.

**13. 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.

**14. ACCURATE INFORMATION.** Consultant can not be held responsible for the inaccuracy of any information given by the Applicant. The Applicant is required to give the Consultant all proper information that is required to comply with all rules and regulations of the Grant or Funding Program which will be receiving the work product created by this agreement. This agreement holds harmless the Consultant in the event that the Applicant engages in fraudulent activity.

**15. APPLICABLE LAW.** As Consultant is a registered business in the State of Texas this Agreement shall be governed by the laws of the State of Texas and applicable Federal Laws governing interstate commerce.

Party receiving services (Applicant): \_\_\_\_\_

By:  
Authorized Party #1  
Name & Title (print) \_\_\_\_\_

Signature: \_\_\_\_\_

Authorized Party #2 (if required by Applicant)  
Name & Title (print) Robert Newrom, County Judge

Signature: [Handwritten Signature]

Authorized Party #3 (if required by Applicant)

Name & Title (print) \_\_\_\_\_

Signature: \_\_\_\_\_

Party providing services:

Vickers Consulting Services, Inc.

By Name & Title (print) \_\_\_\_\_

Signature: \_\_\_\_\_