

CONSULTANT AGREEMENT
LRB Global Consulting Services and
Town of Mason, Tennessee

This Consultancy Agreement (the “Agreement”) is made and entered into this ___ day of _____, 2022 (the “Effective Date”) by and between The Town of Mason, TN, by its authorized representatives Mayor Emmit Gooden and Vice Mayor Virginia Rivers, with its address at 12157 Main St. Mason, TN 38049 (the “Client”) and LRB Global Consulting Services with its principal place of business located at 4728 Spottswood Ave., Suite 312, Memphis, TN 38117 (the “Consultant”) (hereinafter referred to individually as a “Party” and collectively as “the Parties”).

WHEREAS, the Client desires grant writing, consulting, and grant award management services;

WHEREAS, the Consultant has expertise in grant writing, consulting, and grant award management services;

WHEREAS, the Client desires to engage the Consultant to provide certain services in Consultant’s expertise and the Consultant is willing to provide such services to the Client;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Engagement and Services

(a) Engagement. The Town of Mason, TN, by its representatives mentioned above, hereby engages LRB Global Consulting Services to provide and perform the services set forth in Exhibit A attached hereto (the “Services”), and LRB Global Consulting Services hereby accepts the engagement.

(b) Standard of Services. All Services to be provided by LRB Global Consulting Services shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that LRB Global Consulting Services has represented it has. The Town of Mason, TN shall provide such access to its information, property and personnel as may be reasonably required to permit the LRB Global Consulting Services to perform the Services.

(c) Tools, Instruments and Equipment. LRB Global Consulting Services shall provide its own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.

(d) Representation and Warranty. LRB Global Consulting Services represents and warrants to Client that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or which will interfere with the performance of the Services.

2. Consultancy Period

(a) Commencement. This Agreement shall commence upon the payment of a non-refundable retainer fee, as indicated below, and shall remain in effect until the completion of the Services, or the earlier termination of this Agreement as provided in Article 2 (b) (the “Consultancy Period”).

(b) Termination. The parties anticipate that this agreement will be completed no later than December 31, 2022. This Agreement may be terminated by Client, without cause and without liability, by giving immediate written notice of such termination to LRB Global Consulting Services. This Agreement may be terminated by either Party by giving immediate written notice of such termination to the other Party in the event of a material breach by the other Party. "Material breach" shall include: (i) any violation of the terms of Articles 1 (d), 3, 4, 5, 6, 8, 10 and 11 (ii) any other breach that a Party has failed to cure after receipt of written notice by the other Party, (iii) the death or physical or mental incapacity of Lauren Brown, Owner and Lead Consultant of LRB Global Consulting Services or any key person performing the Services on its behalf as a result of which LRB Global Consulting Services or such key person becomes unable to continue the proper performance of the Services, (iv) an act of gross negligence or willful misconduct of a Party, and (v) the insolvency, liquidation or bankruptcy of a Party. If Consultant commits a material breach of this agreement, any unearned portion of the retainer will promptly be returned to Client.

(c) Effect of Termination. Upon the effective date of termination of this Agreement, all legal obligations, rights, and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

3. Consultancy Fee and Expenses

(a) Consultancy Fee. In consideration of the Services to be rendered hereunder, the Client shall pay Consultant a Consultancy fee of \$10,000.00, payable at the time and pursuant to the procedures set forth in Exhibit A (the "Consultancy Fee").

(b) Expenses. Consultant shall be entitled to reimbursement for all **pre-approved** expenses reasonably incurred in the performance of the Services, upon submission and approval of written statements and receipts in accordance with the then regular procedures of the Client.

(c) Payment. The Client shall pay a retainer fee of \$5,000.00 upon execution of this agreement. The Consultant shall submit to the Client an invoice detailing the Services performed. The balance of the consultancy fee is due and payable in full upon receipt of such invoice, or upon terms agreed to by the Parties.

(d) Mileage. The Client shall reimburse Consultant and Independent Contractors approved by Client at a rate of \$0.585/mile.

4. Work Product and Licenses.

(a) Defined. In this Agreement the term "Work Product" shall mean all work product generated by Consultant solely or jointly with others in the performance of the Services, including, but not limited to, all information, notes, material, drawings, records, diagrams, formulas, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, and trade secrets.

(b) Ownership. Consultant agrees to assign and does hereby assign to Client all right, title and interest in and to the Work Product. All Work Product shall be the sole and exclusive property of the Client and Consultant will not have any rights of any kind whatsoever in such Work Product.

Consultant agrees, at the request and cost of Client, to promptly sign, execute, make, and do all such deeds, documents, acts and things as Client may reasonably require or desire to perfect Client's entire right, title, and interest in and to any Work Product.

Consultant will not make any use of any of the Work Product in any manner whatsoever without the Client's prior written consent. All Work Product shall be promptly communicated to Client.

(c) License. In the event that Consultant integrates any work that was previously created by the Consultant into any Work Product, the Consultant shall grant to, and Client is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to exploit the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks, or other intellectual property rights, in connection with the Work Product in any manner that Client deems appropriate. Consultant warrants that it shall not knowingly incorporate into any Work Product any material that would infringe any intellectual property rights of any third party.

5. Confidential Information

(a) Defined. In this Agreement the term "Confidential Information" shall mean the Work Product and any and all information relating to the Client's business, including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by Client either directly or indirectly in writing, orally or visually, to Consultant. Confidential Information does not include information which:

- (i) is in or comes into the public domain without breach of this Agreement by the Consultant,
- (ii) was in the possession of the Consultant prior to receipt from the Client and was not acquired by the Consultant from the Client under an obligation of confidentiality or non-use,
- (iii) is acquired by the Consultant from a third party not under an obligation of confidentiality or non-use to the Client, or
- (iv) is independently developed by the Consultant without use of any Confidential Information of the Client.

(b) Obligations of Non-Disclosure and Non-Use. Unless otherwise agreed to in advance and in writing by the Client, Consultant will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party.

Consultant may disclose the Confidential Information only to those of its employees and independent contractors who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee or independent contractor, such persons shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, Consultant shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees or independent contractors. Consultant shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

(c) Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, or upon Client's earlier request, Consultant will deliver to Client all of Client's property or Confidential Information in tangible form that Consultant may have in its possession or control. The Consultant may retain one copy of the Confidential Information in its legal files.

6. Interference with Business

(a) Non-Competition. During the term of this Agreement, Consultant will engage in no business or other activities which are, directly or indirectly, competitive with the business activities of the Client without obtaining the prior written consent of the Client.

(b) Non-Solicitation. Consultant agrees that for a period of six (6) months after termination of this Agreement, Consultant shall not: (i) divert or attempt to divert from the Client any business of any kind in which it is engaged, including, without limitation, the solicitation of or interference with any of its suppliers or customers, or (ii) employ, solicit for employment, or recommend for employment any person employed by the Client, during the Consultancy Period and for a period of six (6) months thereafter.

7. Insurance Consultant may maintain at its sole expense liability insurance covering the performance of the Services by Consultant. Such insurance coverage shall have limits and terms reasonably satisfactory to Client, and Client may require Consultant to provide to Client a certificate of insurance evidencing such coverage.

8. Independent Contractor

A. Consultant agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee relationship between the Consultant and the Client. The Consultant shall have no right to receive any employee benefits provided by the Client to its employees. Consultant agrees to pay all taxes due in respect of the Consultancy Fee and to indemnify the Client in respect of any obligation that may be imposed on the Client to pay any such taxes or resulting from Consultant's being determined not to be an independent contractor. This Agreement does not authorize the Consultant to act for the Client as its agent or to make commitments on behalf of the Client.

B. Client is aware that Consultant will work with three (3) Independent Contractors under this Agreement. They are Mr. Roy Dozier, Dr. Varrie Hamilton, and Mr. Christopher Stanback.

9. Force Majeure Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lockouts or other serious labor disputes, riots, earthquakes, floods, explosions, or other acts of nature.

The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

In the event the interruption of the excused Party's obligations continues for a period more than fifteen (15) calendar days, either Party shall have the right to terminate this Agreement upon seven (7) calendar days' prior written notice to the other Party.

10. Non-Publicity The Client and Consultant each agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other Party except: (i) to its advisors, attorneys or auditors who have a need to know such information, (ii) as required by law or court order, (iii) as required in connection with the reorganization of a Party, or its merger into any other corporation, or the sale by a Party of all or substantially all of its properties or assets, or (iv) as may be required in connection with the enforcement of this Agreement.

11. Assignment The Services to be performed by Consultant and its independent contractors hereunder are personal in nature, and Client has engaged Consultant because of Consultant’s expertise relating to such Services. Consultant, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty, or obligation under this Agreement without the Client’s prior written consent. Nothing in this Agreement shall prevent the assignment by the Client of this Agreement or any right, duty, or obligation hereunder to any third party.

12. Injunctive Relief Consultant acknowledges that a violation of Section 5 or 6 would cause immediate and irreparable harm to the Client for which money damages would be inadequate. Therefore, the Client will be entitled to injunctive relief for Consultant’s breach of any of its obligations under the said Articles without proof of actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for such violation but shall be in addition to all other remedies available at law or in equity.

13. Governing Law and Dispute Resolution This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, USA, without giving effect to any choice of law or conflict of law provisions. The Parties consent to the exclusive jurisdiction and venue in the courts of Shelby County in the city of Memphis.

14. General This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

15. Survival of Provisions The following provision of this Agreement shall survive the termination of this Agreement: Articles 2 (c), 3, 4, 5, 6 (b), 7, 8, 10 and 15 and all other provisions of this Agreement that by their nature extend beyond the termination of this Agreement.

EXHIBIT A

Scope of Work, Client Responsibilities and Consultancy Fee

Scope of Work: Consultant

Consultant will provide the following services:

- i. Grant writing: write and submit at least four (4) grant proposals/applications on behalf of Client to public and private funding sources agreed to by the Parties
- ii. Attend scheduled information gathering meetings to complete pre-grant submission tasks
- iii. Meet with grantors and grantees as arranged by the Parties
- iv. Overall coordination of the grant submission process
- v. Post- award grant management

- vi. Ongoing communication and updates on grant submissions
- vii. Work with the Town of Mason to identify funding streams to target
- viii. Work with the Town of Mason to establish relationships with the regional offices for key federal agencies, who can help with grant resources and technical assistance

Client Responsibilities

- i. Client will provide all necessary and requested information to Consultant concerning the Town of Mason to complete the grant applications
- ii. Client understands that it is responsible for any grant application or other funding source fees which may be required, and that those fees are not included in the \$10,000.00 consultancy fee
- iii. Work with Consultant to identify funding streams to target
- iv. Work with Consultant to establish relationships with the regional offices for key federal agencies, who can help with grant resources and technical assistance

Consultancy Fee

The Town of Mason, TN (Client) agrees to pay LRB Global Consulting Services (Consultant) a consultancy fee of \$10,000.00 and reimburse Consultant & approved Independent Contractors for mileage at a rate of \$0.585/mile for services to be performed as described above and in the Consultant Agreement between the parties. Payment shall be as follows:

Client shall pay Consultant a retainer fee \$5,000.00 upon execution of this agreement.

Client and Consultant agree that, depending on the type of grant submitted (federal, state, or local), the remainder of the \$10,000.00 consultancy fee (\$5,000.00) may be paid through a grant award. The Parties must agree on a grant-by-grant basis as to how to include the remaining consultancy fee into the grant award. If no agreement is reached, Client is responsible for paying the remainder of the consultancy fee. The Consultant shall submit to the Client an invoice detailing the Services performed, as agreed by the Parties.

Payment may be made by electronic payment, check, cashier's check, or money order payable to LRB Global Consulting Services and delivered to Lauren Brown, Owner and Lead Consultant of LRB Global Consulting Services.

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IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of Client

Signed for and on behalf of Consultant

By: _____

Name: Emmitt Gooden, Mayor

Town of Mason, TN

By: _____

Name: Lauren Brown

Title: Owner and Lead Consultant

LRB Global Consulting Services

By: _____

Name: Lureatha Harris, Recorder

Town of Mason, TN