

The Grant Connection

916 East Cedar Street, Rockport, Texas 78382
(361) 463-1428 grantwriter@sbcglobal.net

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is made as of the 6th of March 2017, between The Grant Connection, with its principal office at 916 East Cedar Street, Rockport, Texas 78382 (hereinafter referred to as "TGC") and Aransas County Navigation District, with its principal office at 911 Navigation Circle, Rockport, Texas 78382 (hereinafter referred to as "ACND").

WITNESSETH:

WHEREAS, TGC is in the business of providing comprehensive grant funding services to nonprofit organizations, for-profit organizations, and government entities.

WHEREAS, ACND is interested in engaging TGC to consult with respect to requesting funding from the Texas Natural Resources Trustees (Trustees);

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed as follows:

ARTICLE I DEFINITION

- 1.0 For the purpose of this Agreement, the term "TGC" shall include the business named above and all employees, agents, officers, and other individuals or entities acting on behalf of TGC in the performance of services for (all such employees, agents, officers and other individuals or entities are also referred to herein as "Assigned Employees").

ARTICLE II SERVICES

- 2.0 Subject to the conditions set forth herein, TGC agrees to consult with ACND with respect to seeking funding from the Texas Natural Resource Trustees, for habitat enhancement along the Little Bay western shoreline. Subject to the conditions set forth herein, TGC agrees to consult with ACND with respect to assisting with services that TGC may provide to ACND in regard to funding research, communication with Trustees' representatives, including any necessary proposal development, project administration, and general grants consulting.

ARTICLE III COMPENSATION

- 3.0 Upon execution of this Agreement, ACND will pay TGC the following amounts for services described in Attachment A, Article 1, Sections 1.1 through 1.5:

TASK I:	Assist with funding request.	\$100/hour, not to exceed 20 hours.
TASK II:	Grant Administration, if funding is awarded.	5% of other costs

- 3.1 ACND will also reimburse TGC for out-of-pocket expenses incurred by TGC in connection with the performance of services hereunder, including, but not limited to, reasonable travel expenses, which will be honored pursuant to the ACND employee reimbursement schedule.
- 3.2 TGC will provide an invoice for Task I upon completion, and for Tasks II monthly.
- 3.3 Payment is expected within thirty (30) days of the ACND's receipt of each invoice. If invoice is not paid in full in thirty (30) days, interest will accrue at 1.5% per month (18% per annum).

ARTICLE IV GENERAL

- 4.0 This Agreement, including Attachment A, "General Conditions for Services" attached hereto, (collectively, the "Understandings") contains the full understanding of the parties hereto with respect to the specific subject matter hereof and supersede and cancel all other previous agreements, negotiations, commitments, discussions, and writings in respect of such subject matter. No representations, promises or understandings that are not expressly set forth in the Understandings are binding upon any of the parties. This Agreement may not be released, discharged, abandoned, changed, or modified in any manner except by an instrument in writing signed by a duly authorized representative of each of the parties hereto. Neither the course of conduct between the parties nor trade usage shall act to modify or alter the provisions of this Agreement.
- 4.1 This Agreement shall be construed and the legal relations of the parties hereto shall be governed in accordance with the laws of the State of Texas, United States of America. Any legal action will be brought in ACND and that ACND is the sole venue choice of the parties.
- 4.2 The provisions of this Agreement shall be severable and the invalidity or illegality of any provision of this Agreement shall not affect the validity or legality of the remaining provisions hereof.
- 4.3 The waiver by either of the parties hereto of any breach of any provisions hereof by the other party shall not be construed to be either a waiver of any succeeding breach of any provisions or a waiver of the provision itself.
- 4.4 The language used in this Agreement shall be deemed to be language chosen by the parties hereto to express their mutual intent, and no rules of strict construction against any party shall apply to any term or provision of this Agreement.

- 4.5 This Agreement and all rights and obligations hereunder shall inure to the benefit of and shall be binding upon subsidiaries, affiliates, successors, or assigns of the parties hereto; provided, however, that neither party shall assign or transfer this Agreement in any manner without the prior written consent of the other party.
- 4.6 Neither party shall be considered an agent for the other party nor shall either party have authority to bind or obligate the other to third parties. The parties to this Agreement agree that the relationship created by this Agreement is that of independent contractors. Each party agrees that no employee of the other party will for any purpose be or be deemed an employee of such first party or be entitled to any benefits provided by such first party to its employees, including but not limited to group insurance, liability insurance, disability insurance, paid vacations, sick leave or other leave, retirement plans and the like. It is understood and agreed that since TGC is an independent contractor, ACND will make no deductions from fees paid to TGC for any federal or state taxes or FICA, and ACND has no obligation to provide Worker's Compensation coverage for TGC or Assigned Employees or to pay overtime rates to Assigned Employees. It shall be ACND's sole responsibility to compensate Assigned Employees and to pay, or ensure the payment of, all required taxes and make, or ensure the making of, timely payment of all withholdings and taxes relating to Assigned Employees and the compensation received by TGC under this Agreement.
- 4.7 TGC shall not be liable for delay due to causes beyond its reasonable control, such as acts of God, acts of Client, acts of civil and military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, subject to the approval of the ACND Judge. In the event of any delay, the scheduled date of completion of performance shall be deferred for a period equal to the time lost by reason of the delay.
- 4.8 The parties agree that this Agreement creates no legal obligation of any kind upon either party to establish a clearing relationship or for TGC to provide settlement services.

ARTICLE V - TERM

- 5.0 The term of this agreement shall commence on the date first stated above and shall continue for a period of thirty-six (36) months. Notwithstanding, either party may terminate this agreement at any time, for just cause, by providing the other party with thirty (30) days notice.

ARTICLE VI - CONTACTS

- 6.0 TGC's primary contacts for matters arising under this Agreement shall be Greg Harlan, Owner.
- 6.1 ACND's primary contacts for matters arising under this Agreement shall be Keith Barrett, ACND Harbormaster. Either party may elect at any time to designate other individuals as primary contacts by providing notice to the other party.

ATTACHMENT A

GENERAL CONDITIONS FOR SERVICES

Article 1: Services by TGC

1.1 Scope of services standard of care. TGC will perform the scope of services expressly described in this Agreement, after it is signed by both parties. The services performed by TGC will be conducted in a manner consistent with the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services acting under similar circumstances and conditions.

1.2 Funding Request

TGC will coordinate efforts with ACND personnel in requesting additional funding relating to a Natural Resource Damage Assessment agreement awarded to the ACND in 2014, "Implementation of an Oyster Reef and Marsh Restoration Project at Little Bay in Rockport, Texas."

1.3 Grant Administration

TGC will administer requirements associated with funding associated with this request that is subsequently awarded. Administrative responsibilities will include project tasks related to data collection and reporting, such as: preparing and submitting progress reports, closeout reports, and other reporting required by the funding agency, and collecting and submitting invoices for reimbursement.

1.4 Grant Consulting

Provide, as needed and requested by ACND, grant-related resources involving expertise, in the form of knowledge, experience, special skills, or creativity, not otherwise included in services described above. Our fee will be based on the time spent by us on your behalf. Records of all time will be kept and accounts will then be prepared and sent to you periodically. We will advise you before undertaking any procedures that will substantially increase the amount of fees anticipated and will proceed only upon your instructions to do so. Our fee will be calculated on the basis of our regular hourly rates. We reserve the right to charge more in appropriate cases, such as pressing circumstances, the requirement for work outside normal business hours, or special demands on us.

Article 2: Responsibilities of ACND

2.1 ACND requirements. ACND, to the best of its ability, without cost to TGC, will:

- a) Designate to TGC a person to act as ACND's representative;
- b) Provide or arrange for access and make all provisions for TGC to enter any site where project tasks are to be performed;
- c) Furnish TGC with all reasonably available information pertinent to the project;
- d) Furnish TGC with a legal description of the project site and all available surveys, site plans, and relevant information about site conditions, topography, boundaries, easements, zoning, land use restrictions, and right-of-ways, if available and as needed;

- e) Furnish TGC with all approvals, permits, and consents required for performance of the project except for those TGC has expressly agreed in writing to obtain.

Article 3: Changes; Delays; Excused Performance

3.1 Changes. Unless this Agreement expressly provides otherwise, TGC's proposed compensation represents its best estimate of the costs, effort, and time it expects to expend in performing the services based on its reasonable assumption of the conditions and circumstances under which the services will be performed. As the services are performed, conditions may change or circumstances outside TGC's reasonable control (including changes of law or regulatory policy) may develop that would require TGC to expend additional costs, effort, or time to complete the services, in which case TGC will notify ACND, and an equitable adjustment will be made to TGC's compensation. In the event conditions or circumstances require the services to be suspended or terminated, TGC will be compensated for services previously performed and for costs reasonably incurred in connection with the suspension or termination.

3.2 Disputes. If any claim or dispute arises out of this Agreement or its performance, the parties agree to endeavor in good faith to resolve it equitably through negotiation or, if that fails, through mediation, before having recourse to the courts. However, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation.

3.3 Suspension, etc. ACND has the right to suspend or terminate TGC's services, for just cause only, upon written notice to TGC. Subject to TGC's obligations to ACND to maintain proper standards of professional conduct, TGC reserves the right to suspend or terminate services to ACND for reasons that include, but are not limited to: (a) if ACND fails to cooperate with TGC in any reasonable request; (b) if TGC continuing to act on ACND's behalf would be unethical or impractical; or (c) if ACND fails to pay TGC's accounts when rendered.

If ACND terminates TGC's services or TGC withdraws, ACND would only have to pay fees and expenses up until the time TGC stopped acting on behalf of the ACND.

3.4 Collection. The prevailing party will be reimbursed for its reasonable costs incurred for collection under this Agreement by the non-prevailing party.

Article 4: Miscellaneous Provisions

4.1 Governing law and Headings. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. The headings in this Agreement are for convenience only and are not a part of the agreement between the parties.

4.2 Entire Agreement. This Agreement supersedes all prior agreements and, together with any work release document issued under this Agreement and signed by both parties, constitutes the entire agreement between the parties. Any amendments to this Agreement will be in writing and signed by both parties. In no event will the printed terms on any purchase order, work order, or other document provided by ACND modify or amend this Agreement, even if it is signed by TGC, unless TGC signs a written statement expressly indicating that such

terms supersede the terms of this Agreement. In the event of an inconsistency between these General Conditions and any other writings, which comprise this Agreement, the other writings will take precedence.

- 4.3 Survival.** All obligations arising prior to this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties will survive the completion of the services and the termination of this Agreement.

AGREEMENT ACCEPTANCE AND EXECUTION

Acceptance of this Agreement will be indicated by the signatures below and will serve as authorization to proceed with the work proposed herein.

IN WITNESS THEROF, Aransas County Navigation District and The Grant Connection have accepted and executed this grant services Agreement.

Aransas County Navigation District

The Grant Connection

By: _____

By: _____

Malcolm Dieckow
ACND Board Chair

Greg Harlan
Owner

Date: March 6, 2017

Date: March 6, 2017