

FEMA BUILDING RESILIENT INFRASTRUCTURE & COMMUNITIES (BRIC) GRANT CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") dated this 17th day of June, 2024.

BETWEEN:

CLIENT	CONSULTANT
River Valley School District 660 W. Daley Street Spring Green, WI 53588 (the "Client")	Jordan Buss JBAD Solutions LLC 204940 Woodsvie Rd Marshfield, WI 54449 (the "Consultant")

BACKGROUND

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
- B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

- 1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
 - a. Application Phase:
 - i. Research grant prospects and advise Client on which grant opportunities to approach and how.
 - ii. Work with staff to interpret guidelines, and gather material and information necessary for a strong proposal.
 - iii. Write grant proposals as requested in time to meet deadlines, and prepare the proposal for submission.
 - iv. Attend meetings necessary to accomplish the required work.
 - v. Compile preliminary project plans, with guidance from Client.
 - vi. Attend meetings to present findings, if requested.

Initials: _____

b. Grant Management Phase:

- i. Manage Sub-Recipient Management Costs for Client's Hazard Mitigation Grant Program project.
 - ii. Track Client Sub-Recipient Management Costs reimbursements to maximize funding.
 - iii. Compile and submit reimbursement requests for funding reimbursement to FEMA.
 - iv. Compile, write, and submit necessary reporting to FEMA throughout project duration.
 - v. Attend meetings necessary to accomplish the required work.
 - vi. Manage grant closeout process.
 - vii. Delivery of technical assistance (e.g., plan reviews, planning workshops, training) to support the implementation of mitigation activities.
 - viii. Technical monitoring (e.g., site visits, technical meetings) as deemed necessary by Consultant.
2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.
 3. Additional Services will be provided at an agreed-upon additional cost, if requested for by Client:
 - a. Conceptual Renderings
 - b. Aerial Photos/Videos
 - c. Referendum Informational Materials

TERM OF AGREEMENT

4. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
5. The Term will remain in full force regardless of fiscal year grant application is submitted and awarded.
6. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 30 days' written notice to the other Party.

PERFORMANCE

7. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

8. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

9. A retainer of \$13,750.00 (the "Retainer") is payable by the Client upon execution of this Agreement. Retainer is due regardless of grant submission, selection, or award status (see Section 30 and Section 31). The Direct Technical Assistance Application Fee from Agreement 1044 counts toward the Retainer Fee.

Initials: _____

10. If the grant is awarded, a grant management fee (the "Management Fee") in the amount of \$75,000 is payable by the Client in accordance with the FEMA Strategic Fund Management schedule, subject to FEMA eligible Sub-Recipient Management Costs.
11. Invoices submitted by the Consultant to the Client are due within 30 days of receipt.
12. The above Compensation includes all applicable sales tax and duties as required by law.

PENALTIES FOR LATE PAYMENT

13. Any late payments will trigger a fee of 2.0% per month on the amount still owing.

CONFIDENTIALITY

14. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
15. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply indefinitely, except as authorized by the Client.
16. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

OWNERSHIP OF INTELLECTUAL PROPERTY

17. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Consultant. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
18. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Consultant.

RETURN OF PROPERTY

19. Upon the expiration or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

20. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

Initials: _____

NOTICE

21. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. _____

- b. Jordan Buss
204940 Woodsvievw Rd, Marshfield, WI 54449

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

22. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

23. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

24. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

25. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

26. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

GOVERNING LAW

27. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin.

SEVERABILITY

Initials: _____

28. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

29. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

GUARANTEES

30. Consultant shall use all resources at Consultant's disposal to perform duties as assigned and agreed to by both parties and shall submit same in good faith. However, no guarantee of receipt of funding by the Client is implied or promised by Consultant. Payment of the Retainer and additional services rendered, as approved by both Parties, is due even if Client does not submit proposal or receive a grant. In addition, Consultant and Client recognize that performance of tasks in Section 1 necessitates communication and information exchange between the parties and with funders, and that delay in completing tasks may occur if there are delays with information exchange. Client also recognizes that if grants are received, Client is responsible for any acknowledgments and reports to funders.

31. Consultant cannot guarantee grant proposal will be ready for submission if all supporting documentation and project plans are not provided by the Client to the Consultant by November 1, 2024.

Loren Glasbrenner
District Administrator
River Valley School District
Date:_____

Jordan T. Buss
Owner
JBAD Solutions LLC
Date:_____

Initials: _____