

CONSULTING AGREEMENT

This CONSULTING AGREEMENT is made this 30th day of June 2021, by The Alliance for Human Services, hereby referred to as (“The Alliance” or “Client”) and Gayle Nelson (“Consultant”). Client and Consultant hereby agree as follows:

1. **Services.** Client agrees to purchase from Consultant, and Consultant agrees to perform during the term of this Consulting Agreement, the services described on one or more Supplements in the form of Exhibit A which may be executed by Client and Consultant from time to time (all such services are referred to collectively in this Agreement as the “Services”). Each such Supplement shall be deemed incorporated herein by reference (this Consulting Agreement and any Supplements are hereinafter referred to as the “Agreement”).

2. **Warranties, Representations, and Covenants Regarding Services.** Consultant hereby represents, warrants, and covenants Consultant will perform Services with reasonable diligence in a professional and workmanlike manner, consistent with the generally accepted standards in the industry and in compliance with any and all applicable laws, rules, and regulations.

3. **Compensation.** Client shall pay Consultant for the Services as specified in the applicable Supplements. Client shall reimburse Consultant for actual, reasonable out-of-pocket expenses incurred by Consultant in the performance of Services, provided such expenses have the prior written approval of Client’s manager assigned to Consultant for any specific project. In absence of any assigned manager, the Chair of The Alliance Board of Directors will be the manager. Receipts for such out-of-pocket expenses are required. Consultant shall submit to Client invoices covering all Services and all reimbursable expenses incurred, with appropriate documentation on the last business day of the month to the Board Chair and Treasurer. Said invoices shall specify the time worked, fees due, and such other pertinent information as Client may request. Client shall promptly pay such invoices upon receipt. It is understood that travel expenses (mileage, gas and tolls) are incorporated into the compensation and will not be otherwise reimbursed.

4. **Records.** Consultant shall keep complete and detailed records relating to its performance of Services hereunder, including records of time spent and tasks performed. Categorical documentation of work hours can be utilized if agreeable to the Client. Consultant shall make such records available to Client upon request at reasonable times and intervals and in order to allow Client to verify the correctness of invoices submitted by Consultant.

5. **Independent Contractor Relationship.** The relationship of Client and Consultant is that of independent contractor only and is not employer-employee. It is expressly understood and agreed that Consultant shall perform Services under the control of Client as to the result of such Services only, and not as to the means by which such result is accomplished. Consultant shall not be entitled to participate in programs, health plans or other benefits of Client. Client shall have no obligation to pay or withhold any taxes or other amounts in respect of benefits with respect to Consultant. Consultant is not an agent of Client and has no authority whatsoever to bind Client by agreement of any kind.

6. Confidential and Proprietary Information.

a. Consultant agrees that all disclosures embodying Client's business affairs and activities, including but not limited to the identification of customers and suppliers, financial information pertaining to Client or its members, business plans and all documents and things related to Client's business and activities (hereinafter referred to collectively as "Confidential Information") are and remain the sole and exclusive property of Client.

b. Consultant agrees that all disclosures embodying and/or relating to any computer software, systems and related documentation (hereinafter referred to collectively as "Proprietary Information") are the proprietary property of Client either by way of ownership or license agreements with third parties, and that said Proprietary Information is not publicly known nor available from other sources and is presently being maintained and disclosed by Client in the strictest of confidence.

c. Consultant agrees that it will not, without Client's express written consent, disclose or use any Confidential or Proprietary Information at any time during the engagement and rendering of Consultant's services, regardless of whether or not Consultant participated in the design and development thereof. Consultant agrees that it will not copy, duplicate or permit anyone else to copy or duplicate, either in whole or in part, any documentation, storage media such as tapes and disks or other things relating to Confidential or Proprietary Information. Upon termination of Consultant's services for Client for any reason, any copies and/or originals of material containing Confidential or Proprietary Information shall be immediately returned to Client.

d. Consultant agrees to notify Client in writing as to the identity of each principal, employee or outside agent to whom Consultant discloses any Confidential or Proprietary Information.

e. The parties agree that any breaches relating to confidentiality contained herein will cause irreparable harm to the non-breaching party and a remedy at law will be inadequate. Therefore in addition to any other remedies provide for herein or permitted at law or in equity, the non-breaching party shall be entitled to seek temporary or permanent injunctive relief for any threatened or actual breach related to any confidentiality provisions in this Agreement. Furthermore, the parties agree to immediately notify each other of any known or expected violation relating to confidentiality restrictions herein.

7. Non-solicitation of Members. While serving as the Executive Director of The Alliance, Contractor may not directly or indirectly, on its own behalf or in the service or on behalf of others, solicit, or attempt to solicit the business of any member of The Alliance in relation to any business conducted by Contractor in an individual or professional capacity for another commercial enterprise. However, nothing herein will restrict Contractor from responding to inquiries initiated by an Alliance member or contracting to provide services provided by Contractor in its individual capacity or by a commercial enterprise that that also employs Contractor or for which Contractor otherwise serves as a representative in any capacity.

Contractor will advise the Client's Board of Directors of any existing commercial relationships with members of The Alliance when hired and when a member of The Alliance makes an inquiry about services that may be provided by Contractor, another employer of Contractor, or for which the Contractor serves as representative.

8. Rights to Work Product. All programs, materials, or results generated or originated by Consultant or received by Client relating to the Services under this Agreement shall be deemed to be "work for hire," and shall be the sole property of Client, without any further consideration paid to Consultant. All rights of Consultant with respect thereto are hereby assigned to Client. Consultant agrees to promptly disclaim in writing all such rights. Client shall have the sole right as it may deem appropriate to determine the treatment of information resulting from the Services and received from Consultant, including but not limited to the right to keep the same as a trade secret, to use, disclose and publish the same without prior patent application or copyright registration and to file the same in its own name or to follow any other procedure which Client may deem appropriate.

9. Indemnification. Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this agreement.

10. Term and Termination. The term of this Agreement shall commence on July 1, 2021, and shall remain in effect until June 30, 2022, unless otherwise terminated as provided hereunder. The Term of this Agreement shall be renewable for one year additional terms with approval of The Alliance Board of Directors. Each Supplement shall commence on the date first written in the Supplement and shall remain in effect until the completion of the term as stated in the Supplement, unless earlier terminated as provided hereunder. Upon termination of this Agreement or a Supplement, for any reason, Consultant's and Client's obligations under Sections 6 and 8 shall survive.

Upon termination of this Agreement, Contractor will, at Client's request, promptly return all documents, materials, records, and equipment that Client may have provided to Contractor. Client will retain sole ownership of these items and other property which Client may have made available to Contractor.

Notwithstanding the above either party may terminate this Agreement and all Services then in progress hereunder, at any time without cause on fourteen (14) days prior written notice.

11. Notice. All notices or other communications required to be given under this Agreement shall be in writing and shall be deemed to have been given or made when personally delivered, when delivered by electronic e-mail "read receipt", facsimile or express courier or mailed to the parties at the address set forth below, postage prepaid, unless a different address is designated:

If to Consultant: Attention: Gayle Nelson
1628 Blackthorn Glenview, IL 60025

If to Client: Attention: Sue Suhling, Alliance for Human Services

2045 W. Grand Ave. Ste B #50820 Chicago, IL 60612

12. Assignment. This Agreement is for personal services and may not be assigned or transferred by Consultant or Client without the other's prior written consent, except in connection with a merger, reorganization or sale of substantially all of the assets of the Client.

13. Miscellaneous.

- a. This Agreement constitutes the entire agreement and understanding between Client and Consultant with respect to the Services to be provided.
- b. Contractor may not assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of Client.
- c. This Agreement may not be modified, amended, or waived in any manner except by a signed writing, executed by both parties. Failure of Client or Consultant to enforce rights hereunder shall not be deemed a waiver.
- d. Should any provision(s) be ruled invalid by applicable legal authority, such provisions shall be deemed omitted and remaining terms of the Agreement remain in full force and effect.

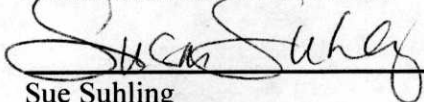
14. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance of the laws of the State of Illinois. Contractor and Client consent to the exclusive jurisdiction of the state and federal courts for Lake County, Illinois.

Contractor:

Print name: _____

Date: _____

Alliance for Human Services:



Sue Suhling
Chair, Board of Directors

Date: 6-30-21

[EXHIBIT A]

SUPPLEMENT TO CONTRACT FOR SERVICES AGREEMENT

This Supplement to the Contract for Services Agreement with Gayle Nelson dated June 30, 2021, shall be deemed a part thereof and subject to all of the terms and conditions contained therein.

DESCRIPTION OF SERVICES

- Responsibilities as described in Job Description (Exhibit B).
- Job Description may be amended upon agreement of both parties.

CONSULTANT:

DATES: Start: July 1, 2021 Finish: June 30, 2022

HOURS: Expected 70-80 hours per month (approximate)

RATES: \$2,050 per month.

To the extent that the terms of this Addendum conflict with the terms of the Agreement, the terms of this Addendum shall govern.

Contractor:

Print name: _____

Date: _____

Alliance for Human Services:



Sue Suhling
Chair, Board of Directors

Date: 6-30-21

[EXHBIT B]

SUPPLEMENT TO CONTRACT FOR SERVICES AGREEMENT

This Supplement to the Contract for Services Agreement with Gayle Nelson dated June 30, 2021, shall be deemed a part thereof and subject to all of the terms and conditions contained therein.

POSITION: Executive Director

REPORTS TO: The Alliance for Human Services Board of Directors

EXPECTED HOURS: (70-80 hours/month)

Description: Serves as the chief executive, recommends and participates in the formulation of policies and makes decisions within existing policies as they have been approved by the Board of Directors. Plan, organizes and implements programs and activities of The Alliance to assure that strategic objectives are attained and member organizations are provided with value. Maintains internal and external relationships. Achieves economical, productive performance, forward-looking programming and constructive growth of The Alliance.

Responsibilities:

1. Membership
 - a. Identifies and recruits new members.
 - b. Responds to membership inquiries, collects dues, and follows up with lapsed members.
 - c. Develops and maintains partnerships with legislative offices, Lake County Board, LCHD, state and local coalitions and leaders, human service organizations, schools, for profit organizations and media outlets.
 - d. Represents AHS in the community.
2. Programs
 - a. With Program Committee, designs programming that provides value to members based on legislative information, current events, needs and trends within the Lake County community.
 - b. Organizes and implements programs and evaluates results versus objectives, including speakers for monthly Alliance and RESPOND meetings.
 - c. Utilizes results evaluations to shape future implementations.
3. Financial Management
 - a. In cooperation with the Treasurer, develops, recommends, and upon approval operates within an annual budget.
 - b. Develops and implements a strategy for increasing sustainable non-dues revenue.
 - c. Identified potential sources for grant funding and prepares grant requests.
 - d. Insures that all funds, physical assets and property of The Alliance are appropriately administered and safeguarded.
 - e. Authorizes notes, agreements, and other instruments made and entered into on behalf of the organization.

4. Communications

- a. Informs Board of Directors on conditions, operations and factors of influence related to The Alliance and its members.
- b. Attends all meetings of the Board of Directors and its committees.
- c. Compiles and distributes notes and information from Alliance and RESPOND meetings.
- d. Plans and manages all communications to the general membership including newsletters, email blasts, event announcements, and general correspondence.
- e. Oversees creation of membership and marketing materials including flyers, directories, surveys, and others.
- f. Oversees maintenance of website and portals for members and Board and directs the management of associated vendor(s) and staff.

5. Planning

- a. Participates in strategic planning and manages operational planning.
- b. Manages execution of short and long-term plans.

6. Staffing. Oversees contract employees.

To the extent that the terms of this Addendum conflict with the terms of the Agreement, the terms of this Addendum shall govern.

Contractor:



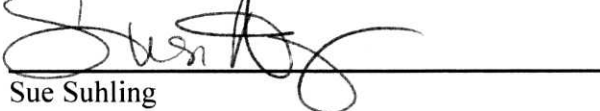
Print name:

GAYLE NELSON

Date:

7/15/21

Alliance for Human Services:



Sue Suhling

Chair, Board of Directors

Date:

6-30-21 SRS