

CONTRACT FOR SERVICES

This Contract for Services ("Agreement") is made, entered into and effective as of the 8th day of July, 2017 by and between the Austin/Travis County Sobriety Center Local Government Corporation (SCLGC), a Texas non-profit corporation, and Carol Drennan ("Contractor").

RECITALS

WHEREAS, Contractor possesses certain skills, knowledge and experience; and

WHEREAS, SCLGC desires to engage Contractor to perform certain services using such skills, knowledge and experience, and Contractor desires to be so engaged, as an independent contractor, and

WHEREAS, SCLGC and Contractor desire to enter into this Agreement in order to set forth the terms and conditions under which Contractor will provide such services.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, and for other good and valuable consideration, the receipt and legal sufficiency which are hereby acknowledged, SCLGC and Contractor hereby agree as follows:

ARTICLE 1 TERM

The term of this Agreement is for the period commencing July 8, 2017, and ending January 10, 2018, (the "Term") unless terminated earlier pursuant to the provisions of this Agreement. The Term may be extended in the sole discretion of the Board of Directors by written amendment signed by both parties.

ARTICLE 2 SCOPE OF WORK

Contractor shall serve as the Interim Executive Director ("IED") of the SCLGC, and shall exercise control over and responsibility for day-to day business and affairs and operations of the SCLGC along with such other duties as may be delegated to the IED by the Board. A description of the anticipated duties of the IED is attached as Appendix A. As IED of the SCLGC, Contractor shall report directly to the SCLGC Board of Directors.

The performance of these Services will not exceed 40 hours of work per week without prior Board approval.

ARTICLE 3 METHOD OF PERFORMANCE

SCLGC retains the right to view or receive copies of the IED's work product(s) developed for the benefit of SCLGC hereunder at any and all times. All materials, information and other work products under this contract shall be jointly owned by the IED and the SCLGC.

IED may not assign or subcontract this agreement or any part hereof, or hire or engage any other individuals, firms or agencies to perform any of the work described in the attached Appendix A without the prior written consent from the SCLGC Board of Directors.

ARTICLE 4 COMPENSATION

For and in consideration of the performance by Contractor of the services, terms, conditions, covenants and agreements contained in this Agreement, the SCLGC shall pay to Contractor the following:

3.1 Compensation

In consideration for the work performed by Contractor, Contractor shall be compensated Fifty Five (\$55.00) per hour for Services performed pursuant to this Agreement. Contractor will, submit to SCLGC an invoice detailing work performed on the 15th and last day of each month thereafter for the previous two (2) weeks services. Invoices will reference this Agreement and contain sufficient detail, as may be requested by SCLGC, to support the compensation. Payment will be made to Contractor within ten (10) days of receipt and approval of each invoice. Should a discrepancy or conflict arise, the disputed portion of the invoice will not be paid until the parties resolve such discrepancy or conflict to their mutual satisfaction. All invoices will be sent to:

Douglas Smith
SCGLC Board Treasurer
1714 Fortview Road, Suite 104
Austin, Texas 78704

3.2 Business Expenses

Contractor will be reimbursed by SCLGC for all reasonable business expenses incurred in the furtherance of or in connection with performance of her duties under this Agreement. Reasonable business expenses include but are not limited to: travel and mileage (at the 2017 federal rate of 53.5 cents per mile) in support of or of benefit to the SCLGC. Business expenses will be reimbursed against receipts submitted to the SCLGC and will be paid within 10 days of receipt of an end of the month invoice.

ARTICLE 5 CONFLICT OF INTEREST

Contractor agrees that she will not, during the Term of this Agreement, enter into any agreement or relationship of any kind or conduct herself in any manner which could reasonably be expected to result in, or otherwise create, an either actual or perceived conflict of interest which would be adverse to the interests of SCLGC or any of its Affiliates. For purposes of this Agreement, the term "Affiliate" shall mean any person or entity that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with SCLGC.

ARTICLE 6 CONFIDENTIALITY

6.1 Confidentiality and Nondisclosure

All information is confidential that is learned or gathered by SCLGC and the Interim Executive Director ("all parties") in connection with this agreement. Express written consent must be obtained from all parties to divulge or communicate either indirectly or directly trade secrets or confidential information communicated to or otherwise acquired by all parties in the course of the work both during the term of this Agreement or at any time thereafter. All parties may disclose information to the extent that disclosure is required (a) in the course of work under this agreement or (b) by the statutes of the State of Texas or United States or (c) by a court or other governmental agency of competent jurisdiction.

6.2 Injunctive Relief

All parties hereby acknowledge that they have or may have access to certain confidential information, which constitutes valuable, special and unique property. All parties hereby agree that, for violation of any of the provisions of this Agreement, all parties, shall, in addition to any other rights and remedies available hereunder, at law or otherwise, be entitled to an injunction to be issued by any court of competent jurisdiction enjoining and restraining the violating party from commitment of any violation of this Agreement. All parties hereby consent to the issuance of such injunction. Nothing herein shall be construed as prohibiting all parties from pursuing any other remedies available for any breach or threatened breach including the recovery of damages.

6.3 Survival of Covenants

The covenants and agreement of Contractor set forth in this Article are of a continuing nature and shall survive the expiration, termination or cancellation of this Agreement regardless of the reason of such termination or cancellation.

ARTICLE 7 INDEPENDENT CONTRACTOR RELATIONSHIP

It is the intention of the parties hereto that Contractor shall act as, and be deemed in all respects to be, an independent contractor and not an employee or agent of the SCLGC or any of its Affiliates.

Contractor shall be responsible for providing any labor, materials, equipment, transportation and facilities necessary or appropriate to timely and properly complete the Services in accordance with the provisions of this Agreement. This agreement shall not be construed to prohibit the use of SCLGC property or devices by Contractor. The parties understand and agree that, so long as Contractor performs the Services in accordance with the standards and other provisions set forth herein, Contractor shall control and direct the performance of the Services and shall perform the Services in an independent and professional manner.

Contractor shall not be empowered to and shall not enter into any agreement or incur any obligations on behalf of SCLGC or any of its Affiliates, or commit SCLGC or any of its Affiliates in any manner, without the SCLGC's Board of Directors prior written consent, and Contractor shall indemnify and hold SCLGC and its Affiliates harmless from and against any and all expenses, costs and damages which SCLGC or any of its Affiliates may incur as a result of any breach, or alleged breach, of this covenant.

Furthermore, Contractor shall not be eligible to participate in any employee benefit plan, program or policy sponsored by SCLGC or any Affiliate, or otherwise made available to employees of SCLGC or any Affiliate.

ARTICLE 8 COMPLIANCE WITH LAW

Contractor represents and warrants to SCLGC that she is now knowledgeable of, or prior to the commencement of the Services will become knowledgeable of, all federal, state, and local laws, rules, decrees, orders, regulations, by-laws, ordinances and codes which may, in any manner, relate to or affect the performance of the Services hereunder, and Contractor agrees to observe and comply with all such authority at all times during the performance of the Services hereunder.

ARTICLE 9 TERMINATION

Either party may terminate this Agreement with or without cause with 10 days written notice. If the Agreement is terminated, IED will tender all project work to SCLGC and upon the tendering of the materials and an invoice, SCLGC will compensate IED for all services rendered as of the date of termination. Any and all such payments will be made in full within 10 days of the termination. IED and SCLGC agree to use mediation to resolve any disputes that may occur within the context of this Agreement.

In the event of termination by either party, Contractor shall immediately cease the performance of the Services and neither party shall have any further obligation to the other hereunder, except for the obligations of Contractor set forth in Articles 4 and 5.

ARTICLE 10 TAXES, LIABILITIES, EXPENSES AND ASSESSMENTS

Contractor understands that she shall be solely responsible for the full and timely payment of any and all taxes, liabilities, expenses and assessments of any kind in any way arising out of or relating to Contractor's receipt of compensation relating to Agreement or performance of Services performed hereunder including without limitation, social security, unemployment insurance, gross receipts taxes, withholding taxes, workmen's compensation insurance and income taxes. Contractor hereby agrees that she shall fully and timely comply with all federal, state and local laws, regulations and rules relating to such taxes, liabilities, expenses and assessments, and will furnish, upon the request by SCLGC, satisfactory evidence of such compliance.

ARTICLE 11 MISCELLANEOUS

11.1 Severability; Judicial Modification

If any term, provision, covenant, or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement and the other terms, provisions, covenants and restrictions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated. It is hereby stipulated and declared to be the intention of the parties that they would have executed this Agreement had the terms, provisions, covenants and restrictions which may be hereafter declared invalid, void, or unenforceable not initially been included herein. If a court of competent jurisdiction determines that any restriction or portion thereof, set forth in Articles 4 or 5 is overly restrictive and unenforceable, the court may reduce or modify such restriction to those which it deems reasonable and enforceable under the circumstances, and the parties agree to request the court to exercise such power, and, as so reduced or modified, the parties hereto agree that the restriction of Article 4 and 5 shall remain in full force and effect, shall be enforceable and shall be enforced.

11.2 Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas. The parties agree that the proper venue and jurisdiction for any cause of action relating to the Agreement shall be in Travis County, Texas.

11.3 Authority

Each party hereto hereby acknowledges and agrees that it has had the opportunity to consult with its own legal counsel in connection with the negotiation of this Agreement, and that it has bargaining power equal to that of the other party hereto in connection with the negotiation, execution and delivery of this Agreement.

Part V. Compensation
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11.4 Notices

All notices from one party to the other shall be deemed to have been duly delivered when hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, as follows:

If to Contractor:

Carol Drennan
4108 Camacho Street
Austin, TX 78723

If to SCLGC:

Nancy Hohengarten
P.O. Box 1748
Austin, TX 78767

11.5 Entirety of Agreement

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and replaces any and all prior negotiations, undertakings, understandings or agreements (whether written or oral).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.



Nancy Hohengarten

Board President

Austin/Travis County Sobriety Center Local Government Corporation

Date June 20, 2017



Carol Drennan

June 20, 2017
Date

Tax payer ID # 297-36-2416

Address 4108 Camacho St.
Austin, TX 78723

Appendix A: Scope of Work

The Interim Executive Director will assist the Board in advance of the appointment of the permanent Executive Director. In particular, the Board desires the Interim Executive Director to:

- Participate, support, and advise the Board of Directors during its meetings.
- Provide advice with respect to the hiring of the permanent Executive Director.
- Make arrangements for and secure services and supplies as appropriate to establish a sobriety center; in particular, infrastructure services such as email, website, domain name, telephone service, etc.
- Review, evaluate and work with Travis County Facilities Department to finalize facility layout.
- Review, evaluate and recommend revisions to the proposed staffing and operations plan.
- Assist in the transition of the directorship to the permanent executive director.
- Gather policies and procedures from other sobriety centers to assist the permanent ED when hired.
- Make recommendations on how to approach the development of a communications plan for the Center.
- Establish financial procedures in concert with a CPA.
- Make recommendations on how to approach organizational branding of the sobriety center.
- Complete the IRS 501(c)3 application.