

R. 17272

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into on this 8 day of June, 2010, by and between JACKSON COUNTY, MISSOURI, hereinafter called "the County," and TELLUS BUSINESS SERVICES, LLC 1120 SW Sampson Road, Lee's Summit, MO 64081.

**WITNESSETH:**

WHEREAS, the County has a need for grant writing services for the Housing Resources Commission; and,

WHEREAS, Tellus Business Services, LLC is able to perform such grant writing services and has agreed to do so in accordance with the terms set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Tellus Business Services, LLC respectively agree as follows:

1. Professional Services. Tellus Business Services, LLC shall provide grant writing services for the Housing Resources Commission, as is more fully set forth in the Tellus Business Services, LLC 's proposal, attached hereto as Exhibit A and incorporated herein by reference.

2. Independent Contractor. Tellus Business Services, LLC shall work as an independent contractor and not as an employee of the County. Tellus Business Services, LLC shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Tellus Business Services, LLC shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and

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JUN 08 2010  
MARY JO SPINO  
COUNTY CLERK

operate its business independent of the business of the County, except as required by this Agreement.

3. Terms for Payment. The County shall pay Tellus Business Services, LLC a total amount not to exceed \$3,750.00 for all work completed under this Agreement. Tellus Business Services, LLC shall be entitled to bill the County for all hours worked, at a rate of \$35.00 per hour, and the County shall pay said billings promptly upon receipt.

4. Expenses. The County shall reimburse Tellus Business Services, LLC for its reasonable expenses, provided the total amount payable under this contract shall not exceed \$3,750.00.

5. Duration and Termination. This Agreement shall be effective upon execution and shall continue through December 31, 2010, unless sooner terminated. Tellus Business Services, LLC or the County may terminate this Agreement for any reason by giving three (3) days written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Tellus Business Services, LLC may be entitled to receive or be obligated to perform under this Agreement for services prior to the date of termination, but payment pursuant to paragraph 3 of this Agreement shall terminate as of the date of said notice, and shall be prorated through that date. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by the Tellus Business Services, LLC to the County within ten (10) days after the termination of this Agreement.

6. Assignment. Tellus Business Services, LLC agrees, in addition to all other provisions herein, that Tellus Business Services, LLC shall not assign any portion or the whole of this contract without the prior written consent of the County.

7. Time of the Essence. Timely performance of all duties provided herein is of the essence of this Agreement.

8. Remedies for Breach. Tellus Business Services, LLC agrees to faithfully observe and perform all of the terms and conditions of this Agreement, and Tellus Business Services, LLC's failure to do so shall represent and constitute a breach of this Agreement. In such event, Tellus Business Services, LLC consents and agrees as follows:

(1) The County may without prior notice to Tellus Business Services, LLC immediately terminate this Agreement; and,

(2) The County shall be entitled to seek any available legal remedy and to collect from Tellus Business Services, LLC all costs incurred by the County as a result of said breach including reasonable attorney's fees, costs, and expenses.

9. Severability. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

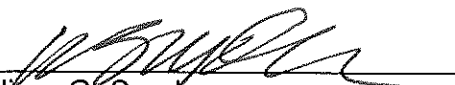
10. Conflict of Interest. Tellus Business Services, LLC warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.


11. Incorporation. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

APPROVED AS TO FORM:

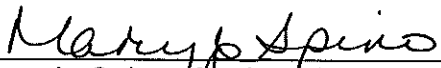
JACKSON COUNTY, MISSOURI


By   
William G. Snyder  
Acting County Counselor

By   
Michael D. Sanders  
County Executive

ATTEST:

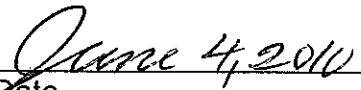
TELLUS BUSINESS SERVICES, LLC

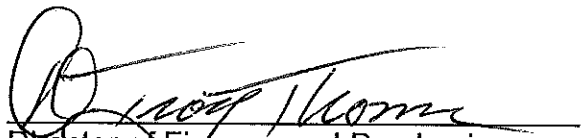
  
Mary Jo Spino, Clerk of the Legislature

By   
43-1820721  
Federal Tax I.D. No. or Soc Sec #

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$3,750.00 which is hereby authorized.

  
Date

  
Director of Finance and Purchasing

043-7001-56790

7001 2010014



Project Management  
Technical Writing  
Training and More

Give us the forest; we'll show you the tree!

April 12, 2010

Jackson County Courthouse  
Attn: Purchasing  
Room G-1  
415 East 12<sup>th</sup> Street  
Kansas City, Missouri 64106

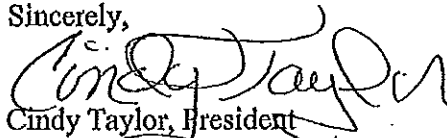
Ms. Cassamento,

TELLUS Business Services LLC is well equipped to participate with Jackson County in the aggressive effort to supplement the funding of County projects and programs through public and private grant dollars.

As the company owner, I bring a diverse background of 31 years with the Federal Government prior to establishing this company in 2005 and acquiring State of Missouri Certification as a Woman-Owned Business Enterprise. Technical writing and research experience was instrumental in effecting government compliance on a variety of projects/contracts while with the government and now with this company. This in combination with my managing partner Ralph Taylor and team member Dr. Jennifer Williams guarantees success in grant writing, reporting and communications.

I am confident you will find TELLUS Business Services LLC's response to this Request for Proposal #16-10 exactly what you are looking for.

Sincerely,

  
Cindy Taylor, President  
1120 SW Sampson Road  
Lee's Summit, Missouri  
816-765-3885 (o)  
816-506-0478 (c)  
816-765-3301 (f)  
[www.TellusBiz.com](http://www.TellusBiz.com)

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