

The Stewardship For Us Team
Building Cultures of Generosity and Commitment

AGREEMENT FOR CONSULTING SERVICES

1. **Introduction.** Agreement dated **August 9, 2022** by and between the **Unitarian Universalists of Southern Delaware, 30486 Lewes Georgetown Highway, Lewes, DE 19958** (hereafter known as the **Congregation**) and The Stewardship For Us Team Consultant **Mark Ewert, 401 Rock Creek Church Rd, NW, Washington, DC 20011** (hereafter known as the **Consultant**).
2. **Services.** During the term of this Agreement, the **Consultant** will furnish consulting services and advice as specifically requested by an authorized representative of the **Congregation**. The services and advice will focus on a **Next Steps Process**.
3. **Term.** Services shall be provided under this Agreement between **August 9 and December 6, 2022**.
4. **Location of Consulting Services.** The services will be performed at the Consultant's base of operations including communication with the Congregation via conference calls, video conferences, emails, and other technological resources; through onsite work in the Congregation's immediate area; and in such other places that are mutually agreed to.
5. **Compensation for Next Steps Weekend.** The **Congregation** will pay the **Consultant** a fixed consulting fee for a Next Steps Weekend (NSW) of \$2,500, plus Travel Expenses, with a maximum (not to exceed) cost of \$3,500 total.
6. **Reimbursement of Travel Expenses.** The congregation will reimburse the Consultant for travel costs to include actual lodging and transportation (airfare, train, rental car, and mileage for use of personal vehicle at the prevailing IRS business mileage rate). Meals and Incidental Expenses (M&IE) will be billed at the US Government per diem rate for the area in which on site consulting is conducted.
7. **Invoicing and Payment.** Fifty percent of the consulting fee will be payable upon contract signing. The balance, along with reimbursable expenses, will be payable upon completion of services and receipt by the Congregation of an invoice furnished by the **Consultant**. Invoices are payable within 10 business days from receipt. Payments will be sent to the **Consultant's** address shown above.
8. **Independent Contractor.** The **Consultant** functions as an independent contractor and not an employee or agent of the Congregation or the Unitarian Universalist Association (UUA), or of any affiliated organization. The **Consultant** has no power or authority to act, represent, or bind the Congregation or any organization affiliated with it in any manner. The **Consultant** will be responsible for all applicable state or federal taxes and other requirements and shall indemnify and hold harmless the Congregation from liability for same. The **Consultant** agrees to provide all necessary workers' compensation insurance for the consultant's employees, if any, at

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consultant's own expense. The **Consultant** agrees that he has no entitlement to employment or fringe benefits from the Congregation. Payments to the **Consultant** pursuant to this agreement will be reported to federal and state taxing authorities as required. The **Congregation** will not withhold any money from compensation payable to the **Consultant**, including FICA (social security); state or federal unemployment insurance contributions; and /or state or federal income tax or disability insurance.

9. Termination of Agreement by Notice. Either party may terminate this Agreement upon **30 days** notice. Notice may be given and acknowledged by mutual emails, or by US mail. If either party terminates the agreement, the **Congregation** shall be liable for payment of consulting fees earned and travel expenses incurred by the Consultant prior to the effective date of the termination. The 30 days notice shall be measured from the day the notice is sent.

10. Governing Law. This agreement is subject to and shall be interpreted in accordance with the laws of the District of Columbia (consultant's office location).

11. Confidentiality. In the course of performing services under this Agreement, the **Consultant** will have access to and/or receive from the **Congregation** certain confidential information, which shall include for purposes of this Agreement, personal information about the finances, giving capacity and intentions, estate planning, personal plans and other personally identifiable information about members and friends of the **Congregation**, as well as financial information and plans of the **Congregation** itself. The **Consultant** agrees that, except strictly as needed to perform the consulting services under this Agreement, it will not, and it will ensure that all its employees and agents will not, use in any way, or disclose to any person, any Confidential Information without first obtaining the prior written consent of the **Congregation**. The **Consultant** may utilize aggregated data not identifiable by individuals for statistical and analytical purposes in support of strengthening Unitarian Universalism. This obligation of confidentiality will survive termination of this Agreement.

12. Entire Agreement. This Agreement constitutes the entire agreement between **Consultant** and **Congregation** relating to the subject matter hereof, and no representations, promises, understandings, or agreements, oral or otherwise, not contained herein shall be of any force or effect.

By: Paul Barnette 8/9/21 By: Mark Ewert 8/8/2022
Paul Barnette, President Mark Ewert, Consultant