



Consultant Memorandum of Understanding

This agreement dated December 4, 2017, is made by and between The Able Trust whose registered address is 3320 Thomasville Road, Suite 200, Tallahassee, Florida 32308, referred to as "Foundation", and Hans J. Kairies whose address is 1427 Roosevelt St. Orlando, FL 32804 referred to as "Consultant".

1. Consultation Services - The Foundation hereby retains Consultant to perform the following development and fundraising program services in accordance with the terms and conditions set forth in this agreement. The Consultant shall support and promote the mission of The Able Trust, which is to be a key leader in providing successful employment opportunities for Floridians with disabilities.

a. Serve in the capacity of development and fundraising director in Florida, with primary attention to Florida counties of Hillsborough, Pasco, Sarasota, Manatee, Lee, Charlotte, Collier, Orange, Osceola, Seminole, Polk, Lake and Sumter, and including other counties where current donors reside. Fundraising includes addressing short term funding needs as well as long term funding such as endowments.

b. Produce the following deliverables during this contract year:

- * Maintain and grow current donor relationships as assigned. This will generally include all donors not directly connected to a member of The Able Trust Board or otherwise excluded by the CEO.

- * Meet or exceed budgeted fundraising dollars for FY 2018.

- * Assist the Director of Donor Services with the annual direct appeal campaign as requested.

- * Assist as requested in the establishment of the Able Charitable Foundation.

- * Assist in identifying and securing appropriate guests for regional Community Education events and other Able Trust events.

- * Serve as primary contact with current donors as assigned. A select few current donor relationships will be maintained by the President/CEO.

- * Join and work with one Chamber or civic group such as Rotary in one of the assigned counties to identify potential business partners.

- * Assure proper donor recognition and communications occur: correspondence, Grantor, website presence, etc.

- * By 11/2018, develop at least one new corporate donor and two new individual donors, who together contribute at least \$25,000 to The Able Trust.

- * By 11/2018, identify one new endowment for The Able Trust, to be secured within the 2018 or 2019 calendar year.

- c. Work with the Director of Donor Services (DDS) to maintain and update the donor files, hard copy files and electronic records (currently Donor Perfect.)
- d. Work as requested by the DDS to identify and prepare select corporation and foundation grants of substance, and on other fundraising activities as requested by the President/CEO.
- e. Attend quarterly Board meetings.
- f. Participate in one Foundation Senior Staff meeting per month, more often at the request of the Foundation CEO. Participate as staff in the quarterly Development and Marketing Committee meetings of the Board, normally hosted by conference call.

2. Terms Of Agreement – This agreement is a 12-month contract, from December 14, 2017 to December 14, 2018. This is an independent contractor agreement, and does not in any way imply employment or any employment-related benefits to Consultant by Foundation.

3. Reporting Requirements: A monthly written report on all projects and activities will be due to the CEO by the 10th of the month following.

Consultant will work directly with the President/CEO on all aspects of this contract, unless directed otherwise by the President/CEO.

4. Payment To Consultant – This is an annual contract between Consultant and Foundation. Consultant fees are \$84,000 annually, for the period beginning 12/14/2017 and ending 12/14/2018 and shall be paid to consultant semi-monthly. The Foundation shall pay Consultant and Consultant agrees to accept from Foundation these semi-monthly fees plus reasonable expenses for the services of Consultant. Consultant shall provide a detailed reimbursement request to Foundation by the 10th of the month for business expenses incurred during the preceding month. Reasonable expenses will include mileage at the IRS mileage rate at the time of the travel; meals and lodging and incidental travel expenses as defined in the employee handbook, and other related expenses. If travel is by air, flights exceeding \$500 need pre-approval by the CEO. Travel expenses for the contract period are capped at \$12,000, approval to exceed that amount may be provided by CEO.

The first semi-monthly fee payment will occur on December 30, 2017 for the period of December 14 – December 29, 2017 in the amount of \$3,500. Your second fee payment will occur for a ten day work period on January 15, 2018, for \$2,333. Semi-monthly payments of \$3,500 will begin on January 30, ²⁰¹⁸ for \$3,500, and continue semi-monthly thereafter for the term of the contract.

Consultant will receive an additional allowance of \$500 per month, beginning February 1, 2018 to cover personal expenses. This amount will be paid by check.

Consultant shall also be provided with an Able Trust cell phone and basic office equipment to include laptop computer, printer, and desktop items, from Able Trust vendors. If contract should be terminated, all equipment and supplies shall be returned to The Able Trust.

5. Copyrights - The Consultant recognizes and agrees that all copyrights, trademarks, donor information or other intellectual property rights to created works arising in any way from the engagement by Foundation are the sole and exclusive property of Foundation and agrees to not assert any such rights against Foundation or any third parties. Able Trust Donor information is the property of The Able Trust and may not be used by Consultant for the advantage of any other organization.

6. Non-Competitive - While engaged by Foundation, the Consultant will not be engaged by any other non-profit organization either full-time or part-time and will not serve in voluntary positions for any non-profit organization, except those of a civic, business, fraternal nature or those which may be related in a non-competitive nature to Foundation. Consultant will be available to perform the functions of this contract during Able Trust business hours, which may be adjusted to reflect evening and weekend work with donors. Any exceptions must be approved in writing by the CEO prior to engagement.

7. Indemnification - Consultant shall defend, indemnify and hold Foundation harmless from and against any and all charges, claims, liabilities, damages, costs, expenses (including reasonable attorney's fees), judgments, penalties or losses of any kind or nature whatsoever which may be sustained or suffered by or secured against or imposed upon Foundation as a result of any action or proceeding brought by a third party against Consultant.

8. Discontinuance of a Business as Termination of Contract - Anything herein to the contrary notwithstanding, in the event that Foundation shall discontinue operations, this agreement shall cease and terminate as of the last day of the month in which operations cease with the same force and effect as if such last day of the month were originally set forth as the termination date hereof.

9. Consultant's Commitments Binding On Foundation Only On Written Consent - Consultant shall not have the right to execute any contracts or make other commitments for or on behalf of Foundation without the written consent of the President/CEO.

10. Contract Terms To Be Exclusive - This written agreement contains the sole and entire agreement between the parties, and supersedes any and all other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein, and each party acknowledges that he or it has relied on his or its own judgment in entering into the agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect.

11. Waiver Or Modification Ineffective Unless In Writing - No waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties.

12. Contract Governed By Law - This agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida.

13. Binding Effect Of Agreement - This agreement shall be binding on and inure to the benefit of the respective parties and their respective heirs, legal representatives, successors, and assigns.

14. Cancellation of Agreement - Either party may cancel this agreement, with or without cause, with a sixty (60) day notice to the other party in writing. Upon cancellation of this agreement by either party for any reason, the Consultant will relinquish to Foundation all equipment, documents, books, manuals and records in connection with the Consultants engagement by Foundation and maintain no copies or duplicates without written approval by the Foundation's CEO.

15. Continuation of Contract: This contract is renewable annually upon mutual agreement.

14. Contact information:

Foundation:
Susanne F. Homant
The Able Trust
3320 Thomasville Rd., Suite 200
Tallahassee, FL 32308
850-224-4493, Ext 222

Consultant:
Hans J. Kairies

Orlando, FL 32804
407-342-0149

In agreement of the above, Consultation and Foundation have signed below.

Susanne F. Homant, President and CEO of Foundation

Date: _____

Hans J. Kairies, Consultant

Date: _____