***CONSULTING AGREEMENT***

This Agreement is made effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2015, by and between the Iowa Child Advocacy Board (“ICAB”), of 4th Floor Lucas Building, 321 East 12th Street, Des Moines, Iowa 50319, and Michael Piraino (“Consultant), of 10773 Bill Point Crest, Bainbridge Island, Washington 98110.

Consultant has a background in advocacy for abused and neglected children and is willing to provide services to ICAB based on this background.

ICAB desires to have services provided by Consultant.

Therefore, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.** Beginning on October 15, 2015, and ending on October 18, 2015, Consultant will provide the following services (collectively, the "Services"): On-site training for program meetings on October 16 and keynote address for conference on October 17, on topics mutually agreed. October 15 and 18 will be travel days.

**2. PERFORMANCE OF SERVICES.** Consultant and ICAB will collaborate on the content and approach for the training and presentation, but the specific manner in which the Services are to be performed and the specific preparation and travel hours to be worked by Consultant shall be determined by Consultant. ICAB will rely on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this Agreement.

 **3. PAYMENT.** ICAB will pay a fee to Consultant for the Services in the amount of $450 per on-site day and for one travel day, for a total of $1,350.00. This fee shall be payable in a lump sum upon completion of the Services.

**4. EXPENSE REIMBURSEMENT.** ICAB will reimburse Consultant for the following "out-of-pocket" expenses incurred by Consultant: roundtrip airfare from Seattle, Washington, at the lowest coach fare that meets reasonable arrival and departure times, plus lodging and other travel expenses and meals, excluding alcoholic beverages, at the State of Iowa per diem rates. In the event of a travel disruption not due to any action of Consultant, Consultant will make reasonable efforts to minimize additional travel costs, and ICAB will reimburse Consultant for those remaining expenses. Reimbursement claims shall be by the State of Iowa within 60 days following delivery of a travel expense report with appropriate receipts. This form may be submitted electronically.

**5. SUPPORT SERVICES.** ICAB will not provide support services, including office space and secretarial services, for the benefit of Consultant.

**6. TERMINATION.** This Agreement shall terminate automatically upon completion by Consultant of the Services required by this Agreement.

**7. RELATIONSHIP OF PARTIES.** It is understood by the parties that Consultant is an independent contractor with respect to ICAB, and not an employee of ICAB. ICAB will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant.

**8. DISCLOSURE**. Consultant is required to disclose any outside activities or interests that conflict or may conflict with the best interests of ICAB.

**9. INJURIES.** Consultant acknowledges Consultant's obligation to obtain appropriate insurance coverage for the benefit of Consultant. Consultant waives any rights to recovery from ICAB for any injuries that Consultant may sustain while performing services under this Agreement and that are a result of the negligence of Consultant.

**10. ASSIGNMENT.** Consultant's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of ICAB.

**11. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for ICAB:

  Iowa Child Advocacy Board

Jim Hennessey

Administrator

4th Floor Lucas Building, 321 East 12th Street

Des Moines, Iowa 50319

  IF for Consultant:

  Michael Piraino

10773 Bill Point Crest

Bainbridge Island, Washington 98110

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**12. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**13. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**14. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**15. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**16. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Washington.

**17. INTERRUPTION OF SERVICE.** Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edits, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature, and travel disruptions. The obligations and rights of the party so excused may be extended by mutual agreement on a day-to-day basis for the time period equal to the period of such excusable interruption. If a travel interruption prevents Consultant from providing the Services, Consultant shall make efforts to mitigate further travel expenses and ICAB will reimburse Consultant for those expenses which cannot be avoided.

**18. ASSIGNMENT.** Consultant agrees not to assign, sell, transfer, delegate or otherwise dispose of any rights or obligations under this Agreement. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of ICAB with, or its merger into, any other organization, or the closure of ICAB, or the assignment by ICAB of this Agreement and the performance of its obligations hereunder to any successor in interest or any Affiliated Organization. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

**19. SIGNATORIES.** This Agreement shall be signed on behalf of ICAB by Jim Hennessey, Administrator and on behalf of Consultant by Michael Piraino, and effective as of the date first above written.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Jim Hennessey for the Iowa Child Advocacy Board

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Michael Piraino, Consultant