



Churchman Consulting Solutions, Inc.
P.O. Box 273014
Fort Collins, Colorado 80527
970.377.9297

Consultant Services Letter of Agreement

Date: December 8, 2003

Client: City of Fort Collins
215 North Mason, 2nd Floor
Fort Collins, CO 80522

Phone: 970.416.2430

Contact: Doreen Kemp

Services Provided by the Consultant

The consultant will provide all services as outlined in this agreement. The client's role will be to review drafts and provide direction as appropriate.

General Information Re: Expenses

Compensation for services are billed according to project and scope of work involved. Other expenses are billed at direct cost and can include printing, long distance phone calls, mileage, postage, computer services and other expenses directly attributable to the project. Air travel expenses, including hotel, meals, telephone expenses and ground transportation necessary for the execution of the project will be billed directly.

Description, Length of Service, and Fees

Assignment(s)	Description	Rate
Competency-based Interview and Selection Workshop ⁽¹⁾	<ul style="list-style-type: none">Course scheduled in 2005 for the dates of January 5 (evening), April 11, June 30, and September 27.	Day session - \$750 per session Evening session - \$900 per session
Performance Evaluation Workshop ⁽¹⁾	<ul style="list-style-type: none">Course scheduled in 2005 for the dates of January 19 (evening), May 5, July 19, and December 6.	Day session - \$500 per session Evening session - \$650 per session

Additional Work

Any modification to the final agreement should be confirmed in writing, with particulars, and signed by both parties before any additional work commences.

Cancellation Fees

⁽¹⁾ Type A

50% of the fee will be payable if consulting services are cancelled with less than two weeks notice. Also included are and applicable expenses that have been occurred (i.e. cancellations such as air travel expenses, hotel, telephone expenses, ground transportation, etc.)

Upon mutual agreement of Client and Consultant, a scheduled service may be rescheduled, cancelled, or modified rate.

(2) Type B

If work is in progress and cancelled prior to completion of project, Client will be invoiced based on services completed up to the date of cancellation. Also included are and applicable expenses that have been occurred (i.e. cancellations such as air travel expenses, hotel, telephone expenses, ground transportation, etc.)

Payment Method

To be billed. Other arrangements as negotiated

Invoices and reports from Churchman Consulting Solutions, Inc. will be submitted and mailed or e-mailed to Client. Payment terms for all invoices are net 15. Late payment will be assessed 1 1/2% monthly on all outstanding invoices owed. A \$10.00 rebilling fee will be added to any unpaid invoice. Overdue accounts will be referred to collections after three months and you will be responsible for all collections fees in addition to the balance due.

Confidentiality

Any proprietary information disclosed to the consultant or any information that the consultant becomes aware of during the period of time of the project will be kept strictly confidential.

Mediation

In the event of disagreement by either party, about terms or interpretation of the terms of the agreement, will be mediated by a neutral party. The neutral party will be mutually agreed upon. Any fees associated with the mediation will be divided equally between Client and Churchman Consulting Solutions, Inc..

Hold Harmless Clause

To the extent permitted bylaw, the client hereby releases, holds harmless and indemnifies Churchman Consulting Solutions, Inc. and its owners and employees from any and all responsibility or liability for any damages or consequences resulting from the implementation of the advice or information given Churchman Consulting Solutions, Inc. in regards to Human Resource consulting.

This agreement constitutes the entire consultant services agreement between the parties as signed below.

Gregory J. Churchman
Client Name (Print)

Gregory J. Churchman
Churchman Consulting Solutions, Inc.

CITY OF FORT COLLINS
Client Signature

Signature

DIRECTOR OF PURCHASES
Title
RES MGT

Title

10/21/04
Date

Date