

Categorical Consulting Contract for Services Place Value Hosting & Implementation



This General Contract for Services ("Contract") is made effective as of (Date) June 15, 2024 ("Effective Date"), by and between Susan (Storm) Walker dba Categorical Consulting ("Provider"), of 133 Saint Rose Ave, BATON ROUGE, Louisiana 70806, and **Champaign County Regional Planning Commission** ("Recipient"), of 1776 E Washington St Urbana, IL 61802

1. Description of Services. Beginning on the Effective Date, Categorical Consulting will provide to the Recipient services within the following scope (collectively, "Services"):

- Customization of Place Value (copyright 2020 Categorical Consulting) Assessment
- Implementation of Place Value (copyright 2020 Categorical Consulting) assessment in local Homeless Management Information System
- Online hosting of Place Value (copyright 2020 Categorical Consulting) assessment
- Training on Place Value (copyright 2020 Categorical Consulting) assessment
- Assistance with ongoing implementation strategies
- Customized rubric for matching Place Value (copyright 2020 Categorical Consulting) score ranges with local resources
- Locally adapted translations
- Coaching to optimize Place Value (copyright 2020 Categorical Consulting)'s efficacy in local Coordinated Entry System
- Attendance at stakeholder meetings to optimize Place Value (copyright 2020 Categorical Consulting) efficacy
- Data analysis
- Support with updates to policies and procedures

Some services listed may not apply.

2. Payment. Payment shall be made to 133 Saint Rose Ave, BATON ROUGE, Louisiana 70806.

The Recipient agrees to pay Categorical Consulting as follows:

Place Value (copyright 2020 Categorical Consulting) online hosting fee of **\$4000**, if applicable, will be collected upon execution of contract.

50% of estimated support hours (**20**), billed at \$100/hour, will be collected upon execution of contract:

Additional hours of support, billed at \$100/hour will be billed at the close of each month.

A \$50 late fee will be assessed for accounts paid 60-90 days after date of billing. An additional fee of \$50 will be added to unpaid invoices for each additional 30 days past billing date.

Payments can be made by check (payable to Categorical Consulting) or credit card.

In addition to any other right or remedy provided by law, if the Recipient fails to pay for the Services when due, Categorical Consulting has the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract and/or seek legal remedies.

3. (removed)

4. Publicity as Partner Community. Recipient agrees to allow Categorical Consulting to publicize recipient as partner community, i.e. add community name to map graphic, and post on Categorical Consulting's web page, Facebook page and Instagram account.

5. Product Review. At close of annual contract, Categorical Consulting expects recipient to provide a simple product review for Place Value (copyright 2020 Categorical Consulting), to be posted on website.

6. Release of Analysis. Categorical Consulting expects recipient to share all public-facing Place Value data analysis, reporting and presentation data with Categorical Consulting, not including personally identifiable information.

7. Warranties. Categorical Consulting shall provide its Services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally acceptable standards in Categorical Consulting 's community and region and will provide a standard of care equal to, or superior to, care used by service providers similar to Categorical Consulting on similar projects.

8. Term. This Contract will remain in effect for a period of one year with option to renew.

9. Work Product Ownership. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, "Work Product") developed in whole or in part by Categorical Consulting, in connection with the Services will be the exclusive property of the Recipient. Upon request, Categorical Consulting will execute all documents necessary to confirm or perfect the exclusive ownership of the Recipient to the Work Product.

10. Default. The occurrence of any of the following shall constitute a material default under this Contract:

- (a) The failure to make a required payment when due.
- (b) The insolvency or bankruptcy of either party.
- (c) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- (d) The failure to make available or deliver the Services in the time and manner provided for in this Contract.

11. Remedies on Default. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 60 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

12. Force Majeure. If the performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease, or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

13. Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Contract will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

14. Confidentiality. Categorical Consulting, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Categorical Consulting, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Recipient. Categorical Consulting and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

15. Notice. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for or on the third day after mailing if not signed for.

16. Entire Agreement. This Contract contains the entire agreement of the parties regarding the subject matter of this Contract, and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

17. Amendment. This Contract may be modified or amended if the amendment is made in writing and signed by both parties.

18. Severability. If any provision of this Contract 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 Contract 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.

19. Waiver of Contractual Right. The failure of either party to enforce any provision of this Contract 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 Contract.


20. Applicable Law. This Contract shall be governed by the laws of Louisiana.

21. Signatories. This Contract shall be signed on behalf of **Champaign County Regional Planning Commission** by Dalitso Sulamoyo and on behalf of Susan (Storm) Walker dba Categorical Consulting by Susan (Storm) Walker, Principal and effective as of the date first above written.

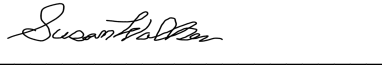
The Recipient:
Champaign County Regional Planning Commission
1776 E. Washington Street
Urbana, IL 61802

By:
Name (printed) Dalitso Sulamoyo
Title: Chief Executive Officer

Date: 6/12/2024

Signature: 

Categorical Consulting :
Susan (Storm) Walker dba Categorical Consulting

Signature: 

By:
Susan (Storm) Walker
Principal

Date: 06/13/2024