

## CONSULTANT AGREEMENT

Consultant: **Stanton Communications, Inc.**

300 E. Lombard Street  
Suite 1440  
Baltimore, Maryland 21202

Vendor ID #: V11356

This is an Agreement, made as of the 14<sup>th</sup> day of August, 2014, by and between the Board of Education of Howard County (hereinafter, "Board") and Stanton Communications, Inc. (hereinafter, "Consultant") for services to be provided to the Office of Public Information.

WHEREAS, the Board desired to obtain services of the Consultant in the area of communication services;

WHEREAS, the Consultant desires to provide such services to the Board;

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties, agree to the following terms and conditions:

1. Consultant Duties. The Consultant shall deliver services as specified in the Scope of Contract attached hereto as Exhibit A and incorporated herein.

The Consultant shall be considered an independent contractor and not an employee of the Board. The Consultant shall be responsible for the reporting and remittance of all state and federal taxes as an independent contractor, including without limitation, FICA and state and federal unemployment taxes. As the Consultant shall not be deemed a Board employee, it is understood and acknowledged that the Consultant shall not be entitled to Board employee benefits, including but not limited to, retirement and health insurance, and the Consultant expressly disclaims any right or entitlement thereto. If the Consultant is an employer, it warrants that it has and will continue to carry at all times under this Agreement workmen's compensation meeting the minimum coverage requirements under Maryland law.

2. Compensation. As set forth in Exhibit B, which is attached hereto and incorporated herein.
3. Term. This Agreement shall be effective as of May, 2014 and shall extend to December 31, 2014, at which time this Agreement shall terminate automatically, unless sooner terminated as hereinafter provided.
4. Termination. The Board may terminate this Agreement, without cause, by providing written notice thereof to the Consultant at least thirty (30) days prior to the intended date of termination at the address set forth below, or at such other address as may be later designated by the Consultant in writing. In addition, the Board may terminate this Agreement without prior written notice to the Consultant: (1) For nonappropriation of funds, as set forth in the Paragraph entitled "Funding" herein, or (2) If it is determined by



the Board that the Consultant has materially breached the Consultants obligations hereunder. Except as may be provided by law, the Consultant shall have no corresponding right to terminate this Agreement.

5. Background Investigation. The Board in its sole discretion may require the Consultant to have a criminal background investigation, including fingerprints, before the Consultant begins providing services under this Agreement. In the event the Board requires such an investigation, the Board's investigator shall perform the investigation. The Consultant will pay all fees for the investigation.
6. Child Sex Offender Notification.

Maryland law requires certain child sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in the Annotated Code of Maryland, Criminal Procedure, Article §11-709, is to inform school systems when a child sex offender is residing or working in the area.

When the child sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

As a Consultant working for the Board we require that you do not employ convicted child sex offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on Howard County Board property.
7. Consultant's Representations and Warranties. The Consultant hereby warrants and represents that the professional services provided under this Agreement shall be performed competently and with due care, and in accordance with all applicable laws, codes, ordinances and regulations. Breach of this warranty constitutes a material breach of the Agreement.
8. Nondiscrimination: The Consultant agrees that it shall not unlawfully discriminate on the basis of race, color, religion, age, ancestry or national origin, sex, sexual orientation, physical or mental disability, marital status or veteran's status with respect to employment opportunity or access to program pursuant to this Agreement.
9. Confidential Information/Proprietary Rights. The term "confidential information" shall include all non-public documentation and information disclosed to the Consultant in the course of performance of duties hereunder with respect to the past, present, and future Board operations, business and services. The Consultant hereby agrees to maintain all such confidential information in trust and confidence and agrees not to disclose such information to any person, firm, corporation, or entity during or after the term of this Agreement. The Consultant further agrees that all work product generated as a result of this Agreement shall be the sole and exclusive property of the Board.
10. Conflict of Interest. The Consultant represents and warrants that there exists no actual or

potential conflict of interest between the Consultant's performance under this Agreement and the Consultant's engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the term of this Agreement, or any extension thereof, the Consultant shall immediately advise the Board thereof.

11. Assignment. The Consultant shall not assign or transfer the Consultant's interest or obligation under this Agreement to any third party, without the prior written consent of the Board. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.
12. Delegation of Duties. The Consultant shall not delegate the Consultant's duties under this Agreement without prior written consent of the Board.
13. Integration. This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.
14. Fee Prohibition. The Consultant warrants and represents that he/she has not employed or engaged any person or entity to solicit or secure this Agreement, and that he/she has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this Agreement.
15. Funding. The failure of fiscal authorities to appropriate sufficient funds for the payment of these consultant services shall entitle the Board to terminate this Agreement without prior notice to the Consultant without obligation to pay for services after the date of termination.
16. Notices. Any notice required or permitted under this Agreement shall be sent by regular and certified United States Mail to:

Consultant: Stanton Communications, Inc.  
Name: Peter Stanton  
Address: Same as above

For The Board of Education  
of Howard County:  
Rebecca Amani-Dove  
10910 Clarksville Pike  
Ellicott City, MD 21042


17. Governing Law and Venue. The Agreement shall be governed and construed under the laws of the state of Maryland. Any or all lawsuits arising out of this Agreement must be filed in the appropriate State Court located in Howard County, Maryland.
18. Indemnification. The Consultant at its sole cost and expense, shall indemnify and hold

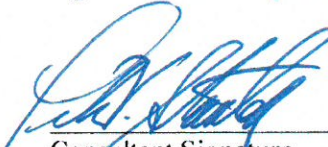
harmless the Board, its Board members, officers, agents, and employees from all claims, liens, or demand, that result in losses, liabilities, defense costs and expenses (including reasonable attorneys' fees and costs of litigation) arising out of this Agreement.

19. Severability. Should any part, term or provision of this Agreement be declared invalid, void, or unenforceable, all remaining parts, terms, and provisions here of shall remain in full force and effect, and shall in no way be invalidated, impaired, or affected thereby.
20. Time is of the Essence. Time is of the essence with respect to performance of the terms and conditions of this Agreement.

**THIS AGREEMENT CONSISTS OF AND IS SUBJECT TO THE TERMS AND CONDITIONS AS OUTLINED IN THE PRECEDING PAGES.**

Agreed to and accepted by the Consultant:

Witness 

 9-4-2014  
Consultant Signature Date  
Tax Identification #: 52-1659884  
Telephone: 202-223-4933

Board of Education of Howard County:

 9/4/2014  
Douglas Pindell, Director of Purchasing Date  
Office of Purchasing

## EXHIBIT A

### CONSULTANT'S DUTIES

The Consultant's obligations and duties under this Agreement shall include, but are not limited to, the following:

1. Stanton Communications, Inc. will assist in the following areas.
  - Support the Board of Education and communication staff on social media practices, platform utilization, engagement formats and response protocols to maximize effectiveness in outreach and responses through new media;
  - Advise the Board of Education and staff on newly emerging social media platforms and methods for enhancing engagement;
  - Assist the Superintendent and communication staff with the development of written materials including brochure copy, publication content, media materials and other needs as required;
  - Provide consulting services to the Board of Education and communications staff on media relations concepts, targets and approaches for presentations and various media responses;
  - Develop collateral materials, audio/visual scripts and productions as required assisting the Superintendent and staff in message delivery and presentation skills;
  - Develop clear, concise messaging as needed on various topics and issues;
  - Conduct communications training sessions for the communications staff and leadership as appropriate;
  - Provide other communication support as requested by the Superintendent and communication staff as authorized.

## EXHIBIT B

### COMPENSATION

The Board shall compensate the Consultant for the performance of the duties set forth in EXHIBIT A not to exceed the amount of \$95,000.00.

**The Consultant shall be paid only for items or services that are specifically named in the Agreement. No additional costs for items or services will be paid by the Board without prior written consent of the Board.**

