PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL SERVICES made this 16th day of August 2016 by and between the City of West Lafayette, in cooperation with the City of Lafayette (the "Client"), and City Consultants and Research, LLC (the "Consultant").

WITNESSETH THAT:

WHEREAS, the Client desires to engage the Consultant to render certain agreed upon professional consulting services regarding grant applications (the "project"), and the Consultant desires to provide said services, all upon the terms hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually agree as follows:

1. Scope of Services

The Consultant agrees to perform for the Client certain professional services that are set forth in Attachment A attached here to and made part of this agreement.

2. Time of Performance

This agreement shall be in effect from August 16, 2016 through and including October 31, 2016. This agreement may be renewed by agreement of the parties for additional like or different periods of time. Such agreement must be in writing, signed by the parties and attached to this Agreement.

The Consultant shall commence providing services specified in Attachment A on August 16, 2016 and shall there after diligently pursue the completion of such services. The consultant shall regularly advice the Client as to the status of such services.

3. Compensation

A. Method of Payment.

Consultant shall be compensated at a rate of Ninety Dollars ($90.00) per hour, up to a maximum one thousand eight hundred and forty dollars ($1,840.00) to write and assemble 2015-2016 Consolidated Annual Performance and Evaluation Report. A complete budget is set forth in Attachment B attached here to and made part of this agreement.

B. Invoice Prior to Payment.

Consultant shall submit properly itemized invoices upon completion and acceptance of the project to the Client for services performed and expenses incurred under this Agreement, and shall cooperate with and provide any other necessary information requested by the Client. The Client shall pay the Consultant within fifteen (15) business days after receipt of each properly itemized claim form. The total amount payable pursuant to this Agreement shall not exceed one thousand eight hundred and forty dollars ($1,840.00).

4. Termination

Either party may terminate this Agreement with or without cause upon thirty (30) days written notice. In addition, the Client may terminate this Agreement upon thirty (30) days written notice to Consultant in the event that the Consultant fails to meet the performance standards more particularly described in Section 1 hereof. Upon receipt of such notice, the Consultant shall immediately cease all work under this Agreement, except as specifically authorized in writing by the Client. In the event of termination, the Client shall fully compensate the Consultant for all work satisfactorily performed up to and including the date of termination. Consultant shall deliver to the Client all work product and associated documentation prepared prior to and including the date of termination.

In the event that the Consultant's services are unsatisfactory, or the Consultant commits a material breach of this Agreement, the Consultant shall have five (5) days after written notice from the Client describing such unsatisfactory services or material breach to rectify, correct, or cure the stated problem to the satisfaction of the Client within that period, the Client my terminate this Agreement. The Client shall compensate the Consultant for all services satisfactorily provided prior to the effective date of such termination.

5. Confidentiality of Findings

Any reports, information, data or intellectual property whatsoever given to or prepared or assembled by the Consultant under this Agreement shall not be made available to any individual or organization by the Consultant without prior written approval of the Client.

6. Client's Responsibilities

The Client shall provide the Consultant access to such information, data, personnel, and reports as are existing, available, and necessary for the fulfillment of Consultant services at no charge to the Consultant, and otherwise cooperate with the Consultant as necessary for the Consultant to complete the services described in Attachment A.

7. Successors and Assigns

All the terms and provisions of this Agreement shall inure to and be binding upon the parties here to and their respective successors and assigns. The Consultant shall not assign, subcontract or transfer its interest in this Agreement without the written consent of the Client, except as provided in the Scope of Services. Any such assignment, subcontract or transfer shall not relieve the Consultant from the performance of her obligations under this Agreement, and the Client shall not be obligated to remit payment to any person or entity other than the Consultant.

8. Extent of Agreement

This Agreement represents the entire and integrated agreement between the Client and the Consultant in relation to the Scope of services outlined in Attachment A & B and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the client and the Consultant.

9. Interest of Consultant

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in its performance of this Agreement no person having any such interest shall be employed.

10. Governing Law

This Agreement shall be governed by the law of the Sate of Indiana, without regard to its choice of law principles.

11. Attorneys' Fees

In the event litigation is commenced to enforce any term or condition of this agreement, the prevailing party shall be entitled to reasonable litigation costs including a reasonable attorney fee.

12. Independent Contractor

The parties agree that the Consultant is an independent contractor as that term is commonly used and is not an employee of the City of West Lafayette. As such, consultant is solely responsible for all taxes and none shall be withheld from the sums paid to the Consultant. The Consultant acknowledges that it is not insured in any manner by the Client for any loss of any kind or character whatsoever.

The Consultant has no authority, express or implied, to bind or obligate the Client in any way.

13. Amendment

This Agreement may be amended, modified, renewed, or supplemented only by written instrument signed by each of the parties hereto, and any such amendment may pertain to one or more than one of the provisions of this Agreement without affecting the other provisions of the Agreement.

14. Notice

Any notices, payments or other communications hereunder shall be sufficient only if given in writing and shall be deemed given when delivered personally or by next day delivery or five (5) days after mailing when mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follow:

Consultant	Client
City Consultants and Research, LLC	City of West Lafayette, Development
7715 Candlewood Lane	222 N. Chauncey Ave., Room 102
Indianapolis, IN 46250	West Lafayette, IN 47906
Attn: Alicia Vaughn	Attn: Dale Dixon, Assistant Director

15. CONFLICT OF INTEREST

The Consultant is expressly prohibited from using against the Client any confidential information gained in its representation of the Client in any subsequent or concurrent representation of a client who has interests adverse to the Client or engages in litigation adverse to the Client. The Consultant further agrees not to disclose to any third party, without the Client's consent, any sensitive or confidential information learned during such representation and not generally known.

16. LOBBYING

The Consultant herby certifies that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or

modification of any Federal contract, grant, loan or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan or cooperative agreement, it will complete and submit Standard From-LLL, "Disclosure From to Report Lobbying," in accordance with its instructions;

C. It will require that the language of paragraph (d) of this certification be include in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements and that all subrecipeients shall certify and disclose accordingly, and

D. Lobbying certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

17. HOLD HARMLESS

The Consultant shall hold harmless, defend and indemnify the Client from any and all claims, actions, suits, charges and judgments whatsoever that rise out to the Consultants performance or nonperformance of the services or subject matter called for in this agreement.

18. APPLICABLE LAWS

This agreement shall be governed by the laws of the United States, the State of Indiana, and all municipal ordinances and codes of the City of West Lafayette, Indiana, as the same shall be in full force and effect upon the date this Agreement is executed.

19. NON-DISCRIMINATION

The Consultant shall not discriminate against any employee or applicant for employment to be utilized in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex, age, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam

era veteran status. Failure of the Consultant to comply with this section shall be regarded as a material breach of this Agreement.

20. RELIGIOUS ORGANIZATIONS

The Consultant agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

21. NECESSARY DOCUMENTATION

The Consultant certifies that it will furnish the Client, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of units of local government, the State of Indiana, and the United States. The Consultant further certifies that is is now and will maintain its good standing with such government agencies. Failure of the Consultant to comply with this section shall constitute a material breach of this agreement.

22. WAIVER

The Client's delay or inaction pursuing its remedies forth in this Agreement, or available by law, shall not operate as a waiver of any of the Client's rights or remedies.

23. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provision, shall continue in full force and effect.

24. INTEGRATION

This Agreement represents the entire understanding between the Consultant and the Client with respect to the subject matter hereof and supersedes all prior negotiations, representations and/or contracts, either oral or written.

25. RECORDS

The Consultant shall maintain proper records for the scope of all services of this Agreement and provide an account for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by the Client's representatives at reasonable business hours.

Appendix A

Section I - Scope of Work

Task I: Project Initiation. Alicia Vaughn of City Consultants and Research, LLC will travel to West Lafayette to meet with critical City staff. During the meeting, we will work to clearly define the scope of work, tasks, and schedule for completion. It is important to establish key relationships with city staff as part of this process and establish clear expectations for City Consultants and Research, LLC. During this meeting we will:

- Collect copies of past Consolidated Annual Performance and Evaluation Reports;
- Discuss a format for the final report;
- Discuss the timeline for completion of the report; and
- Identify potential areas for staff to assist with the completion of the report.

Task II: CPMP Project Updates. City Consultants and Research, LLC will assist City of West Lafayette staff with the update of projects completed during fiscal year 2015. Ms. Vaughn of City Consultants and Research, LLC will work with city staff to successfully complete project updates as part of the Consolidated Plan Management Process (CPMP). Project updates will be included as part of the electronic CPMP to be submitted to the U.S. Department of Housing and Urban Development.

Task III: CPMP Narrative. After working with City staff to report the progress of each 2015 project, City Consultants and Research, LLC will compile all the data into the CPMP narrative as a draft. Ms. Alicia Vaughn will provide the report in print format as well as an electronic format so that it may be submitted to the U.S. Department of Housing and Urban Development. Ms. Vaughn will assist the staff with any public presentations for citizen input on the draft.

Appendix B

Budget

Hour by Task		Hours	Professional Fee @ $90/hr.	Direct Expenses	Total Cost
Task I	Project Initiation	1	$90	$70	$160
Task II	Project Update	2	$180	$0	$180
Task III	eCon Planning Suite Narrative	15	$1,350	$150	$1,500
	Total	18	$1,620	$220	$1,840

IN WITNESS WEREOF, the Client and Consultant have executed this agreement of the dates shown below.

City of West Lafayette	City Consultants and Research, LLC
By:	By:
Name/Title:	Name/Title:
DALE DIXON, ASSISTANT DIRECTOR	Alicia Vaughn, Managing Member
Date: 8/16/2016	Date 8/16/2016