PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL SERVICES made this 5th day of March, 2013 by and between the City of West 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 March 05, 2013 through and including July 31, 2013. 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 March 05, 2013 and shall there after diligently pursue the completion of such services. The consultant shall regularly advise 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 of one thousand nine hundred and ten dollars ($1,910) to write and assemble the 2013-2014 Action Plan. 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 nine hundred and ten dollars ($1,910).

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
5229 East 81st Street	609 West Navajo Street
Indianapolis, IN 46250	West Lafayette, IN 47906
Attn: Alicia Vaughn	Attn: Dale Dixon, Housing Program Coordinator

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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements and that all sub-recipients 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 it 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.

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:
_____	Alicia Vaughn, Managing Member
Date:_____	Date_____

Appendix A

Task I: Project Initiation. Alicia Vaughn of City Consultants and Research, LLC will meet with city staff you deem appropriate. During the meeting, we will work to redefine the scope of work, tasks, and schedule for completion. It is important to establish reporting relationships with city staff as part of this process and establish clear expectations for City Consultants and Research, LLC. During this meeting we will:

- Establish the method for citizen participation;
- Meet with various city staff and elected officials for input;
- Establish method for selecting projects to be funded in the 2013 fiscal year;
- Establish and understand the roles of City Consultants and Research, LLC and city staff will play in the writing of the Consolidated Plan.

Task II: Citizen Participation. City Consultants and Research, LLC will assist city staff with encouraging citizen participation. The firm will also develop a survey instrument to collect information on behalf West Lafayette city staff. City Consultants and Research, LLC, will meet with various stakeholders in the community, such as private foundations, non-profit service providers and developers.

Task III: Housing Analysis. City Consultants and Research, LLC will update the housing analysis from the 2010-2014 Consolidated plan, including to compare the number of households to the number of housing units. Using the mandated forms, market information, permit data, the firm will be able to detail the needs of the community for various income levels, the elderly, public housing residents and families. City staff may assist with data collection.

Task IV: Homeless Analysis. City Consultants and Research, LLC will identify if persons experiencing homelessness are being served and will identify the services needed by these individuals. City Consultants and Research, LLC will work with local stakeholders and public service providers to obtain this information regarding current service levels for homeless individuals.

Task V: Non-housing Development Analysis. City Consultants and Research, LLC will determine the dollar amounts needed to address economic development, such as job creation and microenterprise assistance, and community development, such as public facilities and social services. City staff can assist City Consultants and Research, LLC with this estimation through surveying of the community development field and other city departments.

Task VI: Action Plan Narrative. City Consultants and Research, LLC will complete narratives for the 2013 Action Plan based on the market analysis, citizen participation and the strategic plan of the five-year consolidated plan. The narratives will be written in compliance with HUD regulations and with the approval of the staffs and other authorized officials within the cities of Lafayette and West Lafayette. The document, including the narratives and analyses, will be written as part of the Consolidated Plan Management Process (CPMP).

Task VII: Project Worksheets. Ms. Vaughn of City Consultants & Research, LLC will work with city staffs to update the year-one Action Plan for the CPMP, including providing assistance with the creation of project worksheets.

Appendix B

Budget

Hours by Task		Hours	Professional Fee @ $90/hr.	Direct Expenses	Total Cost
Task I	Project Initiation	1	$90	$25	$115
Task II	Citizen Participation	1.5	$135	$25	$160
Task III	Housing Analysis	2.5	$225	$0	$225
Task IV	Homeless Analysis	1	$90	$0	$90
Task V	Non-Housing Analysis	1	$90	$0	$90
Task VI	CPMP Workbook Updates	3	$270	$0	$270
Task VI	Action Plan Narrative	8	$720	$60	$780
Task VII	Project Worksheets	2	$180	$0	$180
	Total	***20***	***$1,800***	***$110***	***$1,910***

CDBG Professional Services Agreement - Year 4 Action Plan – Development Department

APPROVED:

DATE: _____

CITY OF WEST LAFAYETTE
BOARD OF PUBLIC WORKS AND SAFETY

_____
John R. Dennis, Mayor

_____
Sana G. Booker, Member

_____
Bradley W. Marley, Member

_____
Jonathan C. Speaker, Member

_____
Elizabeth M. Stull, Member

Attest:

_____
Clerk-Treasurer Judith C. Rhodes