

**CONTRACT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY OF LAFAYETTE, INDIANA
AND
TIPPECANOE ARTS FEDERATION**

This Agreement is made and entered into this 28th day of February 2019, by and between the City of Lafayette, Indiana (hereinafter referred to as “City”) and Tippecanoe Arts Federation, (hereinafter referred to as “Contractor”).

WHEREAS, the City desires project administration related to the Ellsworth Romig Neighborhood;

WHEREAS, the City desires to employ Contractor to perform said services;

NOW THEREFORE, in consideration of the mutual promises set forth below the parties agree as follows:

1. Scope of Work. Contractor agrees to administer, manage, facilitate, and oversee the delivery of neighborhood selected project. Contractor will attend neighborhood community meetings with stakeholders to gain input on subject matter and potential themes to identify a placekeeping project deliverable and coordinate and pay for delivery and/or installation of the final project. All proposed art projects shall be submitted to the Project Manager in the City Economic Development Office for review.

2. Compensation.

A. Amount of Payment. For those services performed by Contractor, the City agrees to pay Contractor as follows: up to and not to exceed \$22,500 payable after submission of an invoice. Ten percent or an amount not to exceed \$2,500 will be paid when project is complete and all requirements are satisfied.

B. Method of Payment. Contractor shall submit an invoice to the City at the time of the project commencing. Payments shall be made by the City within 30 days of receipt of invoice.

3. Personnel. All services required hereunder will be performed by Contractor or its agent and all individuals engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

4. Indemnification and Insurance. Contractor shall indemnify, defend and hold harmless the City and their agents, assignees, invitees and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, for personal injury, death, property damage or otherwise arising out of or resulting from Contractor's performance of Contractor's Scope of Work. This duty to indemnify shall not include indemnification for the active or passive negligence of the City. In all such cases where this indemnity agreement applies, Contractor, and/or its insurer shall, upon demand by the City, provide a competent defense of all claims covered by this indemnity and shall remain responsible for all of the costs of defense of the claim, and any damages awarded to the claimant by settlement, mediation, arbitration, litigation or otherwise. Contractor waives all claims against City for any injuries, damages, losses or claims which arise during or result from serving as contractor, regardless of whether or not caused in whole or part by the negligence or other fault of the City. Contractor agrees to indemnify and hold harmless City from losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by Contractor for any claims arising out of this Agreement.

Contractor shall provide insurance coverage as follows:

- General Liability (including automobile) with a combined single limit of \$2,000,000.
- Worker's Compensation at the statutory limit.
- The Contractor shall provide to City Certificates of Insurance indicating the aforesaid coverage.

5. Standard of Care. In providing services under this Agreement, Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

6. Attorney Fees. In the event any litigation arising from or related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and attorney fees.

7. Successors and Assigns. Contractor and the City each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party in respect to all covenants of this Agreement. Neither Contractor nor the City shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

8. Amendments. This Agreement may be modified and changed by mutual agreement by written addenda to this Agreement.

9. E-Verify. Consultant must enroll in and verify the work eligibility status of all newly hired employees of the Consultant through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Consultant will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Consultant affirms that the Consultant does not knowingly employ an unauthorized alien.

10. Investing in Iran. Pursuant to Indiana Code 5-22-16.5, Consultant hereby certifies under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5

CONTRACTOR

Dated: _____

BY: _____

City of Lafayette, Indiana

Dated: _____

BY: _____

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 28th day of February 2019.

LAFAYETTE REDEVELOPMENT COMMISSION

Donald J. Teder, President

Jos Holman, Vice President

T.J. Thieme, Secretary

Sherry Henriott, Commissioner

Jim Terry, Commissioner

ATTEST:

Dave Moulton

Randy Bond