

AGREEMENT TO PROVIDE

PROFESSIONAL

COMPREHENSIVE AFFORDABLE HOUSING STRATEGY CONSULTING SERVICES

TO

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

THIS AGREEMENT, entered into this 24th day of October 2013, and effective immediately by and between **czb, LLC** (hereinafter called the "Consultant") and **The Lexington Fayette Urban County Government** (hereinafter called the "Client"), **WITNESSETH THAT:**

WHEREAS, Client requested proposals for certain services in RFP No. 26-2013 and Consultant was selected by Client as the best overall value to Client in performing these services,

WHEREAS, the Client is interested in obtaining a comprehensive affordable housing strategy and implementation plan that conforms to Federal, State, and local requirements and that will be approved by their representatives,

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in the development of comprehensive affordable housing strategies and implementation plans and

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Consultant. The Client agrees to engage the Consultant and the Consultant hereby agrees to perform the services described in the "Scope of Services" listed below. RFP No. 26-2013 including all addenda/Q & A documents and the Consultant's response are attached hereto as Exhibits "A" and "B" respectively, and the provisions thereof incorporated herein as if fully stated. To the extent of any conflict among and between the provisions of these documents, the terms of this Agreement shall take precedence, followed by the RFP and the response.

2. Scope of Services. The Consultant shall do, perform and carry out in a good and professional manner comprehensive affordable housing analysis and development strategy consulting services as may be requested by the Client, which may include, but are not limited to, the following:

- Evaluation of the effectiveness of previous City of Lexington and Fayette-Urban County utilizations of federal (HOME, CDBG, etc.) state (Kentucky Heritage Council, KHC, etc.) and local housing resources
- Determination of baseline affordable housing need
- Development of strategy for attaining maximum potential output of affordable units in response to baseline need
- Conceptual discussion of potential output utilizing a market value extraction approach

3. Time of Performance. The services performed hereunder by the Consultant shall be undertaken and completed in such sequence so as to ensure their expeditious completion and best carry out the purposes of the agreement. Projects will commence within ten (10) days of notification to proceed and will be completed within a time period agreed to by the Consultant and the Client, and no later than January 31, 2014.

4. Method of Payment. Monthly amounts will be invoiced as the work proceeds. Ten percent (10%) of the total contract amount shall be held back - payable upon successful completion of the project. Additional payments shall be due and payable within 30 days of submission in accordance with monthly invoices based upon work performed toward delivery of final reports and products as described herein.

5. **Compensation.** Total cost of the proposed services shall not exceed Forty Nine Thousand Six Hundred and Ninety Eight Dollars (\$49,698), including anticipated business expenses. The fees to be provided do not include services provided by the Consultant following submission of its final report and recommendations. No tasks shall be undertaken without prior notification. Client agrees to pay Consultant at the rates set forth in their proposal (\$150 to \$250) per professional hour expended, plus expenses for any additional work beyond the original scope of this Agreement. Any on-site requirements shall include directly related travel expenses and professional time.

6. **Changes.** The Client may, from time to time, require changes in the scope of services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the Client and the Consultant, shall be incorporated in written amendment to this agreement.

7. **Services and Materials to be Furnished by the Client.** The Client shall furnish the Consultant with all available necessary information pertinent to the execution of this agreement. The Client shall cooperate with the Consultant in scheduling and carrying out the work herein.

8. **Terms of Contract.** The terms of this contract shall be in effect through January 31, 2014. Client reserves the right to expand the scope of work through an extension of the contract for a mutually agreed amount.

9. **Indemnification and Insurance.** The Risk Management provisions of RFP No. 26-2013 are incorporated herein as if fully stated.

10. **Copyright, Trade Secrets and Security.** LFUCG acknowledges that certain report formats to be provided by the Consultant are copyrighted. However, in accordance with applicable "Public Records" laws, each file and all papers pertaining to any activities performed for or on behalf of LFUCG are public records available for inspection by any person even if the file or paper resides in the Consultant's office or facility. LFUCG shall agree, to the extent permitted by law, to protect any information deemed a trade secret as that term is used within applicable statutes.

11. **Information and Reports.** The Consultant shall, at such time and in such form as the Client may require, furnish such periodic reports concerning the status of the project as may be requested by the Client. The Consultant shall furnish the Client, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project.

12. **Records and Inspections.** The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The Client shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

13. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete requested projects with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing requested projects, the Consultant shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on within the applicable work area.

14. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the Client may have under this contract may be waived in writing by the Client by means of a formal waiver, if, in the judgment of the Client, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

15. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

16. Completeness of Contract. This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

17. The Client not Obligated to Third Parties. The Client shall not be obligated or liable hereunder to any party other than the Consultant.

18. When Rights and Remedies Not Waived. In no event shall the making by the Client of any payment to the Consultant constitute or be construed as a waiver by the Client of any breach of covenant, of any default which may then exist, on the part of the Consultant, and the making of any such payment by the Client while any such breach or default exists shall in no wise impair or prejudice any right or remedy available to the Client in respect to such breach or default.

19. Personnel. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. All of the personnel engaged in the work shall be fully qualified to perform such services.

20. Consultant Certification. The Consultant certifies that the Consultant has not been convicted of bribery or attempting to bribe any officer or employee of the Client nor has the Consultant made an admission of guilt of such conduct which is a matter of record.

21. Notices. Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

czb, LLC
2001 Mount Vernon Avenue
Alexandria, Virginia 22301
(571) 242-7761

IN WITNESS WHEREOF, the Client and the Consultant have executed this agreement as of the date first written above.

czb, LLC
~~CLIENT~~

By: 

Print Name

CHARLES BUKI

Title

President

czb, LLC

By:

Charles Buki

Principal

czb, LLC

2001 Mount Vernon Avenue

Alexandria, Virginia 22301

LFUGG

By:



Name: Jim Gray

Title: Mayor

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The CIMA Companies, Inc. (CIM) 2750 Killarney Dr, Suite 202 Woodbridge, VA 22192-4124 703 739-9300	CONTACT NAME: Chris Webster PHONE (A/C, No, Ext): 703 739-9300 E-MAIL ADDRESS: cwebster@cimaworld.com PRODUCER CUSTOMER ID #:	FAX (A/C, No): 443 303-2580													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Hartford Casualty Insurance Com</td> <td>29424</td> </tr> <tr> <td>INSURER B : Twin City Fire Insurance Compan</td> <td>29459</td> </tr> <tr> <td>INSURER C : Lloyd's London</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Casualty Insurance Com	29424	INSURER B : Twin City Fire Insurance Compan	29459	INSURER C : Lloyd's London		INSURER D :		INSURER E :		INSURER F :
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INSURER F :															
INSURED CZB, LLC 308 Summers Drive Alexandria, VA 22301															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		42SBABX8905	10/03/2013	10/03/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		42SBABX8905	10/03/2013	10/03/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	42WECNM9231	10/03/2013	10/03/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$100,000 E L DISEASE - EA EMPLOYEE \$100,000 E L DISEASE - POLICY LIMIT \$500,000
C	Prof Liab		MPL10018	05/21/2013	05/21/2014	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Lexington-Fayette Urban County Government 200 East Main St Lexington, KY 40507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 