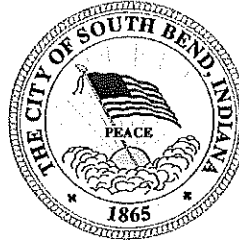


1316 COUNTY-CITY BUILDING
227 W. JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46601-1830



PHONE 574/235-9251
FAX 574/235-9171

CITY OF SOUTH BEND PETE BUTTIGIEG, MAYOR
BOARD OF PUBLIC WORKS

December 12, 2017

Karl Nichols
Community Wellness Partners
2806 Lincolnway West
South Bend, IN 46628

RE: Professional Services Agreement

Dear Mr. Nichols:

The Board of Public Works, at its meeting held on December 12, 2017, approved the above referenced agreement regarding research on the neighborhood housing market and economic capabilities of target households in the amount not to exceed \$24,573.24.

Enclosed please find the original of the agreement for your signature. Please sign and return the original agreement to our office and retain a copy for your records.

If you have any further questions regarding this matter, please call this office at (574) 235-9251.

Sincerely,

A handwritten signature in cursive script that reads "Linda M. Martin".

Linda M. Martin, Clerk

Enclosure

c: Alkeyna Aldridge, Community Investment
Beth Leonard, Community Investment
Jennifer Hockenhill, Administration and Finance

AGREEMENT FOR PROGRAMS AND SERVICES

This Agreement For Programs And Services (this "Agreement") is made on December 12, 2017 (the "Effective Date"), by and between the City of South Bend, acting by and through its Board of Public Works (the "City") and St. Joseph County Minority Health Coalition, Inc. d/b/a Community Wellness Partners, an Indiana non-profit corporation with its registered office address at 2806 Lincoln Way West, South Bend, Indiana 46628 (the "Organization").

RECITALS

WHEREAS, the Organization is an Indiana non-profit corporation with a mission to build and foster neighborhood organization capacity in South Bend, Indiana; and

WHEREAS, the City desires to provide for certain services and programs to be provided to the residents of the City, which services and programs are more particularly described in attached Exhibit A (collectively, the "Program"); and

WHEREAS, the Organization is duly qualified to provide for, oversee, and administer the Program; and

WHEREAS, the City believes that the actions contemplated by this Agreement are in the best interests of the health, safety and welfare of the City and its residents and that such actions comply with the public purposes and applicable laws.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and the Organization hereby agree as follows:

1. Program; Schedule; Reporting; Marketing Materials. The Organization shall provide for, oversee, and administer the Program on behalf of the City in accordance with the schedule set forth in attached Exhibit B (the "Program Schedule") and in the areas defined in attached Exhibit D. In the event of any conflict between the terms of this Agreement and the terms of Exhibit A, the terms of this Agreement will prevail. The Organization will execute its obligations under this Agreement in accordance with the prevailing professional standard of care for projects of similar design and complexity. The Organization shall submit to the Contract Administrator identified in Section 4 below all reports, data, and work product requested by the Contract Administrator. The Organization will not produce or use any flyers, handouts, or other marketing materials in connection with the Program unless the Contract Administrator identified in Section 4 below has first approved the form and substance of the same.

2. Program Budget; Compensation. The budget for the Program is set forth in attached Exhibit C (the "Budget"). In exchange for the Organization's satisfactory performance of the Program, and subject to the terms and conditions of this Agreement, the City will pay the Organization a total sum not to exceed Twenty-Four Thousand Five Hundred Seventy-Three and 24/100 Dollars (\$24,573.24) (the "Contract Amount"). The City will pay the Contract Amount in installments upon monthly invoicing by the Organization (each a "Contract Installment"). The

City will not be required to pay any Contract Installment if the City is not satisfied with the Organization's performance under this Agreement or any default or breach of this Agreement by the Organization exists, as the City may determine in its sole discretion. The sum of all Contract Installments will not exceed the Contract Amount, and the Organization will not incur or seek reimbursement for any expenses in excess of the Contract Amount. The Organization shall use the Contract Amount to implement the Program in conformance with the Budget and for no other purpose.

3. Term; Termination. Unless earlier terminated in accordance with its terms, this Agreement will commence on the Effective Date and end upon the Organization's satisfaction of all its obligations hereunder and the City's final payment therefor. Notwithstanding the foregoing, effective immediately upon delivery of a written termination notice to the Organization, the City may terminate this Agreement, in whole or in part, for any reason, if the City determines that such termination is in the best interest of the City. In addition, in accordance with Ind. Code 6-1.1-18, payments are subject to appropriation by the City. If the City makes a written determination that funds are not appropriated or are otherwise unavailable to support the continuation of this Agreement, it shall be cancelled. A determination by the City that funds are not appropriated or are otherwise unavailable to support the continuation of performance shall be final and conclusive. The City will not be required to pay any Contract Installment or be otherwise liable for any cost associated with the Organization's performance of any Services after the effective date of termination.

4. Design and Implementation of Program. To the extent not set forth in this Agreement, including Exhibit A, Exhibit B, Exhibit C, and Exhibit D, the Organization shall be solely responsible for the design and implementation of the Program, unless specifically directed otherwise by the City, the City's Internal Auditor (as defined herein), or the Director of Engagement & Empowerment or any person appointed by said Director or the City to administer this Agreement (the "Contract Administrator"). The Program and this Agreement must be performed and administered in accordance with all applicable federal, state and local laws.

5. Remedies for Breach of Contract. Failure to complete the Program in accordance with this Agreement may be considered a material breach, and shall entitle the City to impose sanctions against the Organization including, but not limited to, suspension of all payments, and/or suspension of the Organization's involvement in the Program on behalf of the City. The Organization shall repay any portion of the Contract Amount expended for matters not within the scope of the Program or the Budget. In addition to the foregoing, the City may pursue any and all remedies available to it at law or in equity.

6. Maintenance of Records, Access to Records. The Organization shall keep a written record, in a form acceptable to the City, related to the use and expenditure of the Contract Amount. Within thirty (30) days of the expiration or termination of this Agreement, the Organization shall provide the City with a final accounting of the use and disposition of the Contract Amount by the Organization. Unless otherwise authorized by the City or required by law, such records shall be maintained by the Organization for a period of four (4) years of the date of this Agreement. The Organization understands and agrees to comply with the legal requirements of Ind. Code 5-14-3-

1 et seq. (commonly known as Indiana's Access to Public Records Act), if applicable, with respect to all documentation related to the Contract Amount.

7. Audit Requirements. The Organization agrees to make all information available to the Indiana State Board of Accounts, the City's Internal Auditor, and the Contract Administrator as requested to comply with any audit requested related to the receipt and use of the Contract Amount and the Organization's performance in delivering the Program in accordance with the provisions of this Agreement. If requested by the City or the Contract Administrator, the Organization shall provide the City a progress report on the Program. If requested by the City or the City's Internal Auditor, the Organization shall arrange for a financial and compliance audit of the Contract Amount to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts) and in accordance with applicable Indiana State Board of Accounts standards. The City's Internal Auditor shall mean the City Controller or Acting City Controller appointed pursuant to Ind. Code 36-4-9-6 (the "City Controller") or any person appointed or retained by the City Controller or the City for the purpose of auditing the Organization for this Agreement or other agreements of the City.

8. Conflicts of Interest. The Organization hereby certifies and agrees that no member, officer, or employee of the City, or its designees or agents, and no member of the governing body of the City of South Bend or the Organization (and no one with whom there is a family or business tie) who exercises any functions or responsibilities with respect to the receipt and use of City funds during his or her tenure or for one year thereafter, shall have any financial benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Program.

9. Relationship: No Offer of City Services. The Organization shall at all times be an independent contractor for the performance of the Program rather than an employee of the City, and no act, action or omission to act by the Organization shall in any way bind or obligate the City. This Agreement is strictly for the benefit of the parties and not for any third-party or person. This Agreement was negotiated by the parties at arm's length and each of the parties hereto has reviewed the Agreement after the opportunity to consult with independent legal counsel. Neither party shall maintain that the language in the Agreement shall be construed against any signatory hereto. The City and the Organization hereby renounce the existence of any form of agency relationship, joint venture or partnership between the Organization and the City and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the City and the Organization. Without limiting the generality of the foregoing, the parties mutually acknowledge and agree that the Organization has no authority and will not represent itself as having any authority to offer to any person or entity on the City's behalf any service, benefit, or accommodation of any kind or for any purpose.

10. Indemnification of City. The Organization hereby agrees to defend, indemnify, and hold harmless the City, its officials, employees, and agents from any and all claims of any nature which arise from the performance by the Organization under this Agreement and from all costs and attorney fees in connection therewith. The obligations of the Organization under this section shall survive the termination of this Agreement.

11. Work Product; Ownership. The Organization will submit its work product to the City in accordance with the terms of the Scope of Work. Any and all work product submitted by the Organization to the City as part of the Organization's performance of the Services will become the exclusive property of the City, and the City will have the right to use and reproduce copies of the Organization's work product as the City determines in its sole discretion without compensation to the Organization except the compensation expressly provided for in this Agreement.

12. Assignment. The Organization shall not assign or subcontract the whole or any part of this Agreement or its obligations hereunder without the prior written consent of the City.

13. Notices. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to the City or the Organization, as the case may be, at the address set forth below.

Organization:

Community Wellness Partners
2806 Lincoln Way West
South Bend, IN 46628
Attention: Executive Director

City:

Alkeyna M. Aldridge
Department of Community Investment
City of South Bend, Indiana
227 W. Jefferson Blvd., Suite 1400S
South Bend, IN 46601

14. Equal Opportunity; Non-Discrimination; Compliance. The Organization shall comply with all applicable laws and regulations in its hiring and employment practices and policies for any activity covered by this Agreement. The Organization shall comply with all state, federal, and municipal laws, regulations, and standards applicable to its activities pursuant to this Agreement including, but not limited to, the requirements imposed by Ind. Code 22-9-1-10 (non-discrimination), the provisions of Ind. Code 5-22-16.5 (disqualification for dealings with the government of Iran), and the provisions of Ind. Code 22-5-1.7 (requiring E-Verify for new employees and prohibiting employment of unauthorized aliens). Each of the foregoing provisions is incorporated herein as if set forth in full, and the Organization certifies that it is in compliance with each such provision and shall remain in compliance through the term of this Agreement.

15. Contractor's Affidavit. The Organization agrees, as a condition precedent to the effectiveness of this Agreement, that its authorized representative will execute and submit to the City and any other appropriate bodies an affidavit in the form attached hereto as **Exhibit E**.

16. Drug-Free Workplace. The Organization hereby agrees to make a good faith effort to provide and maintain a drug-free workplace. The Organization will give written notice to the City within ten (10) days after receiving actual notice that the Organization or an employee of the Organization within the State of Indiana has been convicted of a criminal drug violation occurring in the workplace.

17. Entire Agreement; Amendment; Applicable Law. This Agreement sets forth the

entire agreement and understanding between the parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understanding of any and every nature between them. This Agreement may be amended only by separate writing, signed by authorized representatives of both the Organization and the City. This Agreement will be construed and interpreted according to the laws of the State of Indiana.

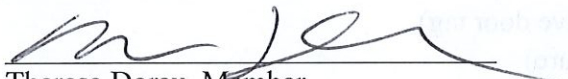
18. Authority. The undersigned persons executing and delivering this Agreement on behalf of the Organization represent and certify that they are the duly authorized officers of the Organization and have been fully empowered to execute and deliver this Agreement and that all necessary corporate action has been taken and done.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement For Programs And Services to be effective as of the Effective Date stated above.

CITY OF SOUTH BEND
BOARD OF PUBLIC WORKS



Gary Gilot, President



Therese Dorau, Member

Suzanna Fritzberg, Member

Elizabeth Maradik, Member




James Mueller, Member

ATTEST:



Linda Martin, Clerk

ST. JOSEPH COUNTY MINORITY HEALTH COALITION, INC.
D/B/A COMMUNITY WELLNESS PARTNERS,
an Indiana non-profit corporation

By: 

Printed: Karl Nichols
Its: Executive Director

1500.0000001 56773453.002

EXHIBIT A

Program Description

The neighborhood qualitative study is an effort to understand resident perspectives of neighborhood conditions, housing market, city services, as well as, the economic capabilities of residents within targeted impact areas. The following survey will be conducted by trained residents within the targeted impact areas.

The data collector will enter:

1. Impact Area (1, 2, 4 or 5)
2. Enter Home Rating Scale (based on training)
3. Housing Type (SF, Duplex, Multi-Unit)
4. Location address
5. Can you, the data collector, complete the survey?
 - a. Yes
 - b. No
 - i. If no. Why?
 1. No one answered (leave door tag)
 2. Vacant Lot (take picture)
 3. Felt unsafe conducting survey
 4. Unoccupied Home (take picture)

If someone answers the door...

1. Are you over 18?

A. Yes? Keep going

B. No? Ask to speak to resident of the household who is over the age of 18

Once you have contacted the person over 18 who is a resident of that home you can begin the survey:

Pitch: "Hi I am _____ from around the corner, I've lived in this community for _____ and part of a team that is getting feedback about our neighborhood to improve it. I love this neighborhood, and this is an opportunity to make it better. We're doing 300 houses in our neighborhood and your feedback can help us. Can you take 10 minutes to complete the survey today?"

If so, "Okay I have the survey on this tablet, and I will wait here outside while you take the survey, it should take 10 minutes maximum so let me know when you are done, and I have a wrap-up offer for you when you finish."

Survey Questions

1. How long have you lived at your current address?
 - a. 1 year or less (what zip code did you move from)

- b. 1-3 years
 - c. 3-5 years
 - d. 5 or more
2. Do you plan on moving within the next year?
- a. No
 - b. Yes
 - i. Why?
 - 1. Rent too high
 - 2. I don't feel safe living here
 - 3. Can't find a job
 - 4. Landlord doesn't do repairs
 - 5. Current home is in bad shape
 - 6. Other (fill in blank)
3. How many people currently over the age of 18 live here? (drop-down box) How many people currently under the age of 18 live here? (drop-down box)

Jobs/Employment

1. Are you currently employed?
 - a. Yes? No?
 - b. FT, PT, On-call
 - c. How many jobs do you have?
 - d. On average, how many hours do you work per week? (0-19, 20-39, 40-59, 60-79, 80+)
2. Are there members of your household (16-65) that are unemployed? If so, how long?
3. Are there members of your household (16-65) that are seeking employment opportunities? If so, have they encountered any barriers to employment? (explain)
4. Do you have health insurance? If yes, what type? (Fill in the Blank)
5. Are you aware of the earned income tax credit (EITC)? (yes/no)

Housing

1. Do you rent or own?
 - a. If you own, do you have traditional mortgage, land contract or own the home outright.
 - b. If renting, have you attempted homeownership? (yes/no) If yes, did you encounter barriers to accessing bank loans? (yes/no) (explain)
2. My house is in good shape (Strongly Disagree, Disagree, Neither Agree nor Disagree, Agree, Strongly Agree)
3. I have the financial means to maintain my house in a good condition (Strongly Disagree, Disagree, Neither Agree nor Disagree, Agree, Strongly Agree)

4. My landlord is responsive to my housing needs (Strongly Disagree, Disagree, Neither Agree nor Disagree, Agree, Strongly Agree, Not Applicable)
5. My landlord is a local resident? (yes/no)
6. Do you know the age of your home? (yes/no)
7. Do you think your household is at risk for lead contamination? (yes/no) If so, are there children in your household under the age of seven? (yes/no)
 - a. If yes, have they received testing for potential elevated blood lead levels? (yes/no)

Neighborhood

1. **Questions about perceptions of neighborhood (Strongly Disagree, Disagree, Neither Agree nor Disagree, Agree, Strongly Agree):**
 - a. My neighborhood, physically, is in good shape
 - b. I am proud of the condition of my neighborhood
 - c. I have adequate transportation to where I need to go
 - d. I feel safe in my neighborhood
 - e. I feel comfortable with my kids playing outside
 - f. I feel I can make changes in my neighborhood
 - g. I am connected to my neighborhood association
2. How many of your neighbors do you know? (radial button 0, 1-3, 4-6, 7-10, 11+)
3. What would you like to see most in your neighborhood? (Rank 1-7)
 1. Grocery Store
 2. Coffee Shop
 3. Neighborhood Center
 4. Chain Restaurant
 5. Minority-owned businesses
 6. Entertainment Venues
 7. Other (Fill in the Blank)
4. Do you think that the transportation services to your neighborhood are adequate? (yes/no)
5. Do you have access to quality childcare services in your neighborhood? (yes/no)

Self-Efficacy

1. Sometimes I feel that I am being pushed around in life. (Strongly Disagree, Disagree, Neither Agree nor Disagree, Agree, Strongly Agree)
2. There is really no way I can solve the problems I have. (Strongly Disagree, Disagree, Neither Agree nor Disagree, Agree, Strongly Agree)
3. Have you usually felt sure your life would work out the way you wanted it to, or have there been times when you haven't been sure about it? (pretty sure, haven't been sure about this)
4. When you do make plans ahead, do you usually get to carry out things the way you expected, or do things usually come up to make you change your plans? (pretty sure, haven't been sure about this)

Feelings about local government and City Services

Questions about perceptions of local government (Strongly Disagree, Disagree, Neither Agree nor Disagree, Agree, Strongly Agree)

1. If I were to contact a local government official, I know I will be listened to
2. I'm satisfied with the following City services in my neighborhood (SD, D, Neither A or D, A, SA)
 1. Trash pick-up
 2. Code Enforcement
 3. Police Response
 4. Police Presence
 5. Recycling
 6. Water
 7. Lighting
 8. Sidewalks
 9. Potholes
 10. Signage
 11. Vacant Lots
 12. Abandoned Homes
 13. Animal Control
3. If I were to report these issues, I feel I would be listened to (SD, D, Neither A or D, A, SA)
4. I am registered to vote (Yes, No, Unsure)

EXHIBIT B

Program Schedule

The Organization shall provide the Program as described in Exhibit A during the period of January 1, 2018 – August 31, 2018.


Activity	Nov	Dec	Jan	Feb	Mar	April
Recruit Surveyors (Community Wellness Partners)						
Develop data entry protocol (Lead: CWP/UND, IUSB)						
Recruit and train surveyors (CWP)						
Facilitate Focus Groups and data collection activities (CWP/IUSB/ND)						
Conduct data analysis and write report (CWP/IUSB/ND)						
Submit a final report at the end of the research study by April 30 th , 2018 (CWP/IUSB/ND)						
Conduct the research study between November 1, 2017 and May 31, 2018						

EXHIBIT C

Program Budget

COMMUNITY WELLNESS PARTNERS BUDGET SUMMARY										
GRANT PERIOD:	January 1, 2018 to December 31, 2018									
AMOUNT REQUESTED:	24,573.24									
LINE ITEM	BHC ALLOCATION		PREVIOUS MONTH TO DATE SPENT	CURRENT MONTH SPENT	TOTAL SPENT	TOTAL IN SPENT	% Spent	% Unspent	% Time	
	Current	Approved Change								
Personnel	\$17,555.00		\$0.00	\$0.00	\$0.00	\$17,555.00	0.00%	100.00%	83.33%	
Meeting Expenses	\$975.00		\$0.00	\$0.00	\$0.00	\$975.00	0.00%	100.00%	83.33%	
Materials	\$3,532.99		\$0.00	\$0.00	\$0.00	\$3,532.99	0.00%	100.00%	83.33%	
Other	\$2,510.25		\$0.00	\$0.00	\$0.00	\$2,510.25	0.00%	100.00%	83.33%	
TOTAL	\$24,573.24	\$0.00	\$0.00	\$0.00	\$0.00	\$24,573.24	0.00%	100.00%	83.33%	
Prepared By: Karl Nichols							Title: Director			Date: 12/4/2017

EXHIBIT D
Depiction of Survey Areas

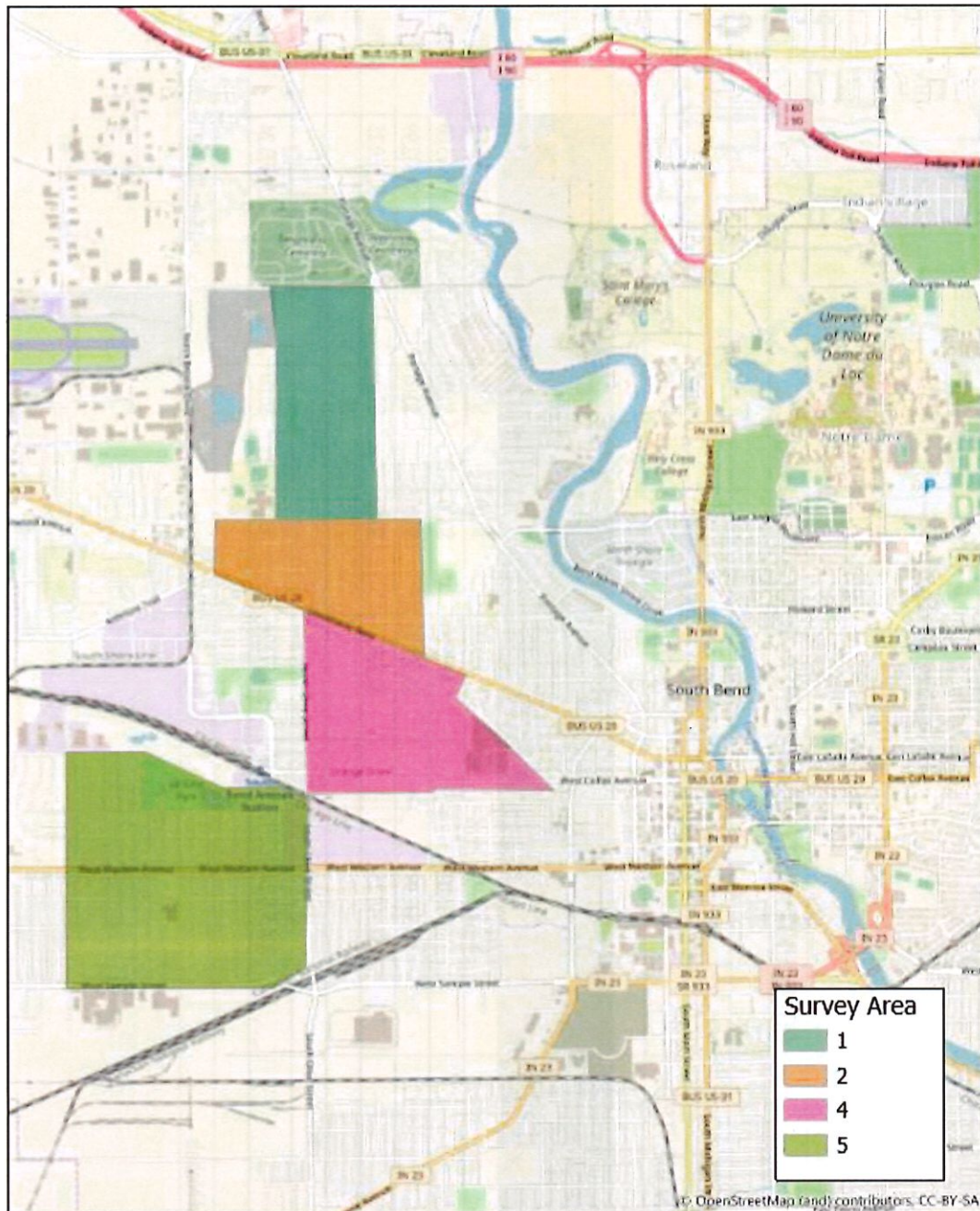


EXHIBIT E

Contractor's Affidavit

[See attached.]

**BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM**

Date December 5, 2017
 Name Alkeyna Aldridge Department DCI
December 12, 2017
 BPW Date _____ Phone Extension 5896

Required Prior to Submittal to Board	
Legal	<input checked="" type="checkbox"/> Attorney Name <u>Ben Dougherty</u>
Controller	<input checked="" type="checkbox"/> Controller review is required for all Contracts \$5,000.00 or more and greater than one year in length per the City Purchasing Policy
Purchasing	<input checked="" type="checkbox"/>

Check the Appropriate Item Type – Required for All Submissions			
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Contract	<input type="checkbox"/> Proposal	<input checked="" type="checkbox"/> Addendum
<input type="checkbox"/> Professional Services	<input type="checkbox"/> Resolution		
<input type="checkbox"/> Bid Opening	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Req. to Advertise	<input type="checkbox"/> Title Sheet
<input type="checkbox"/> Quote Opening	<input type="checkbox"/> Quote Award		
<input type="checkbox"/> Change Order No. _____	<input type="checkbox"/> C/O & PCA No. _____	<input type="checkbox"/> PCA	
<input type="checkbox"/> Ease/Encroach.	<input type="checkbox"/> Traffic Control		
<input type="checkbox"/> Other: _____			

Required Information	
Company or Vendor Name	<u>SJC Minority Health Coalition (DBA Community Wellness Partners)</u>
New Vendor	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, Approved by Purchasing
MBE/WBE Contractor	<input type="checkbox"/> MBE <input type="checkbox"/> WBE
Project Name	<u>Qualitative Housing Study</u>
Project Number	_____
Funding Source	<u>DCI Operating Fund Professional Services</u>
Account No.	<u>211-1001-460-31.06</u>
Amount	<u>\$ 24,573.24 (up to)</u>
Terms of Contract	<u>January 1, 2018-August 31, 2018</u>
Purpose/Description	<u>Support of programs, training and education for neighborhood residents to conduct qualitative research on the neighborhood housing market and economic capabilities of target households</u>
	<input checked="" type="checkbox"/> Required Contractor's Certification Form Attached (Non-Collusion, Non-Discrimination, Non-Debarment, E-Verify, Iran, etc.)

Required For Change Orders Only	
Amount of	<input type="checkbox"/> Increase \$ _____
	<input type="checkbox"/> Decrease \$ _____
Previous Amount	\$ _____
Current Percent of Change:	_____ %
New Amount	\$ _____
Total Percent of Change:	_____ %

Dispersal After Approval	
Copy	Original
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <u>Alkeyna Aldridge</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/> <u>Beth Leonard</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/> <u>Jennifer Hockenull</u>

