

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement For Professional Services (this “Agreement”) is entered into on January 28, 2021 (the “Effective Date”), by and between the City of South Bend, acting by and through its Department of Community Investment (the “City”), and Leslie Omeeboh, an individual (the “Provider”) (each a “Party” and collectively the “Parties”).

For and in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Services. The Provider will provide to the City the professional services (the “Services”) set forth in the Provider’s proposal attached hereto as Exhibit A (the “Proposal”), which Proposal is incorporated herein. In the event of any conflict between the terms of this Agreement and the terms of the Proposal, the terms of this Agreement will prevail. The Provider will execute the obligations under this Agreement in accordance with the prevailing professional standard of care for projects of similar design and complexity.

2. Compensation. In exchange for the Provider’s performance of the Services, and subject to the terms and conditions of this Agreement, the City will pay the Provider a total sum not to exceed Twenty-five Thousand Dollars (\$25,000.00) (the “Contract Amount”). The City will pay the Contract Amount in installments upon regular invoicing by the Provider (each a “Contract Installment”). The City will not be required to pay any Contract Installment if the City is not reasonably satisfied with the Provider’s performance under this Agreement or any default or breach of this Agreement by the Provider exists, as the City may determine in its sole discretion. The sum of all Contract Installments will not exceed the Contract Amount, and the Provider will not incur or seek reimbursement for any expenses in excess of the Contract Amount.

3. Term; Termination. Unless earlier terminated in accordance with its terms, this Agreement will commence on the Effective Date and end upon the Provider’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 Provider, 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 6-1.1-18-4, payments are subject to annual 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 Provider’s performance of any Services after the effective date of termination.

4. Remedies for Breach of Contract. Failure to complete the Services in accordance with this Agreement will be considered a material breach. In the event of such breach, the City may suspend all payments to the Provider and may pursue any and all remedies available at law or in equity. The Provider shall repay to the City any portion of the Contract Amount expended for matters not within the scope of the Services.

5. Point of Contact. The City employee identified in Section 9 below will serve as the City's principal point of contact for purposes of this Agreement.

6. Relationship. The Provider shall at all times be an independent contractor for the performance of the Services rather than an employee of the City, and no act or omission to act by the Provider 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 Provider hereby renounce the existence of any form of agency relationship, joint venture, or partnership between the Provider 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 Provider.

7. Indemnification of City. The Provider 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 Provider under this Agreement and from all costs and attorney fees in connection therewith, excepting for claims arising out of the negligence of the City, its officials, directors, employees, and agents. The obligations of the Provider under this section shall survive the termination of this Agreement.

8. Assignment. The Provider 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.

9. Notices. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to the City or the Provider, as the case may be, at the address set forth below.

Provider:

Leslie Omeeboh

\_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

City:

City of South Bend

Department of Community Investment

227 W. Jefferson Blvd., Ste. 1400S

South Bend, IN 46601

Attn: Alkeyna Aldridge, Director of

Engagement & Economic Empowerment

10. Equal Opportunity; Non-Discrimination; Compliance. The Provider shall comply with all applicable laws and regulations in its hiring and employment practices and policies for any activity covered by this Agreement. The Provider 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 Provider certifies that it is in compliance with each such provision and shall remain in compliance through the term of this Agreement.

11. Non-Collusion and Acceptance. The undersigned attests, subject to the penalties of perjury, that she has not directly or indirectly, to the best of her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that she has not received or paid any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

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

13. 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 Provider and the City. This Agreement will be construed and interpreted according to the laws of the State of Indiana, and any dispute arising out of this Agreement or otherwise concerning the Provider's rendering of the Services will be resolved in the courts located in St. Joseph County, Indiana, unless the Parties mutually agree to a different method of dispute resolution.

14. No Waiver. No failure or delay on the part of either Party in exercising any right under this Agreement will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will have effect unless given in a written document signed by the Party waiving such right. No waiver of any right will be deemed a waiver of any other right hereunder.

15. Severability. All provisions of this Agreement shall be considered as separate terms and conditions, and in the event any one shall be held illegal, invalid or unenforceable, all the other provisions hereof shall remain in full force and effect as if the illegal, invalid, or unenforceable provision were not a part hereof, unless the provision held illegal, invalid or unenforceable is a material provision of this Agreement, in which case the Provider and the City agree to amend this Agreement with replacement provisions containing mutually acceptable terms and conditions.

16. Force Majeure. The Provider shall not be responsible for any failure or delay in the performance of any obligation hereunder, if such failure or delay is due to a cause beyond the Provider's reasonable control, including, but not limited to acts of God, flood, fire, volcano, war, third-party suppliers, labor disputes or governmental acts.

17. Counterparts. This Agreement may be executed in two or more counterparts,

which together shall constitute one and the same agreement among the Parties.

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

LESLIE OMEEBOH

**CITY OF SOUTH BEND, INDIANA  
DEPARTMENT OF COMMUNITY INVESTMENT**

\_\_\_\_\_

By: \_\_\_\_\_  
Katy Rajski, Senior Purchasing Agent

Date: \_\_\_\_\_

## **EXHIBIT A**

### **Proposal**

1. Gather documentation and fulfill the necessary requirements of various funding bodies outlined below to formally seek funding on behalf of the City's Linden Avenue Greenhouse project.
2. Explore other funding state and local opportunities to support the greenhouse project (i.e. 1<sup>st</sup> Source Foundation).

### **Potential Current Funding Opportunities**

- a. March 16, 2021 Deadline  
Gus Schumacher Nutrition Incentive Program (GusNIP)  
Pilot Projects - \$100,000  
Standard Projects - \$500,000  
4 Year Grant Duration  
Not to exceed \$500,000.  
Large Scale Projects - \$500,001 or more

The GusNIP grant program presents the opportunity to bring together stakeholders from various parts of the food and healthcare systems to foster understanding of how they might improve the health and nutrition status of participating households 1) receiving incentives through the purchase of fruits and vegetables, 2) prescribed fresh fruits and vegetables in addition to nutrition educational opportunities and 3) offer incentive program training and technical assistance to applicants and grantees, facilitating growth in states with low participation, and collecting and aggregating core data sets from eligible entities through a central system to capture program success and identify best practices and areas to improve on a broad scale.

NIFA requests applications for the Gus Schumacher Nutrition Incentive Program (GusNIP) to support and evaluate projects intended to increase the purchase of fruits and vegetables by low-income consumers participating in the Supplemental Nutrition Assistance Program (SNAP) by providing incentives at the point of purchase through nutrition incentive grants; and to demonstrate and evaluate the improvement of dietary health through increased consumption of fruits and vegetables, reduced individual and household food insecurity, and reduced healthcare usage and associated costs through produce prescription grants.

- b. May 4, 2021 Deadline
  - USDA Community Food Grant
  - 24-36 Months
  - \$400k over four years (\$125k per year)

Program Area Description Community Food Projects (CFP) and Planning Projects (PP). The purpose of the CFP is to support the development of projects with a one-time infusion of federal dollars to make such projects self-sustaining. CFPs are designed to create community-based food projects with objectives, activities and outcomes that are in alignment with CFPCGP primary goals. The purpose of a Planning Project (PP) is to complete a plan toward the improvement of community food security in keeping with the primary goals of the CFPCGP (see Part I, B of this RFA). PPs are to focus on a defined community and describe in detail the activities and outcomes of the planning project.

Preference will be given to CFPs and PPs designed to:

1. Develop linkages between two or more sectors of the food system;
2. Support the development of entrepreneurial projects;
3. Develop innovative connections between the for-profit and nonprofit food sectors;
4. Encourage long-term planning activities, and multi-system, interagency approaches with collaborations from multiple stakeholders that build the long-term capacity of communities to address the food and agricultural problems of the communities, such as food policy councils and food planning associations; or
5. Develop new resources and strategies to help reduce food insecurity in the community and prevent food insecurity in the future by: a. Developing creative food resources; b. Coordinating food services with park and recreation programs and other community based outlets to reduce barriers to access; or c. Creating nutrition education programs for at-risk populations to enhance food purchasing and food-preparation skills and to heighten awareness of the connection between diet and health.