

# CONSULTANT AGREEMENT

This Consultant Agreement (hereinafter "Agreement"), made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Urban Affairs Coalition/ \_\_\_\_\_ (hereinafter "UAC") and \_\_\_\_\_ (hereinafter "Consultant").

WITNESSETH:

WHEREAS, Consultant has been selected by UAC, to provide

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(the "Services"); and

WHEREAS, UAC has selected Consultant to perform the Services as an independent contractor.

NOW, THEREFORE, in consideration of the mutual promises herein set forth, and intending to be legally bound, UAC and Consultant hereby agree as follows:

- 1. Scope of Services.** Consultant shall provide the Services in accordance with the Scope of Work attached hereto and marked Exhibit A.
- 2. Term of Agreement.** The period of the Agreement shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_, unless terminated prior to this date in accordance with the terms of this Agreement.
- 3. Fee to Consultant.** UAC, in consideration of the promises, covenants and agreements by Consultant contained herein, hereby agrees to make payments not to exceed \_\_\_\_\_ (\$\_\_\_\_\_) for Consultant's services. In no case, shall the total payments made to Consultant exceed this amount.

Payment shall be made within thirty (30) days of receipt of invoice on Consultant's letterhead and supported by progress notes, demonstrating work performed by Consultant for the period of the invoice, receipts, vendor invoices, and any other supporting documentation. The invoice must be signed and dated. Payment is predicated upon UAC's approval of Consultant's request. Additionally, all invoices, as well as any supporting documentation, must be received by UAC within fourteen (14) days from the termination date of this agreement. Any requests for payment made after the fourteen-day period may be denied.

Any modification of the above terms of payment must be described in an Exhibit B, which must be attached. If appropriate, please check the following:  Exhibit B is attached

- 4. Insurance Coverage.** The Consultant and UAC acknowledge the Consultant's obligation to obtain appropriate insurance coverage for the benefit of the Consultant (and the Consultant's employees, if any). The Consultant waives any rights to recovery from UAC for any injuries that the Consultant (and/or the Consultant's employees, if any) may sustain

while performing services under this agreement and/or that are a result of the negligence of the Consultant or the Consultant's employees, if any.

The parties hereto hereby release each other and the other's partners, officers, directors, employees and agents, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, its' partners, agents, officers or employee.

- 5. Indemnification.** Consultant agrees to indemnify, defend and hold UAC, its' officers, directors, employees, or agents (the "Indemnified Parties") harmless from any and all claims, demands, actions, liabilities, damages, judgments, and costs, including, without limitation, attorney's fees, whether or not incurred in the course of litigation, that may be asserted against UAC that result from the acts or omissions of Consultant or Consultant's employees, agents or subcontractors, if any. In addition, the Consultant agrees not to commence, join in, prosecute or participate in any suit or other proceeding in a position that is adverse to the Authority arising directly or indirectly from any of the foregoing matters as to which the Indemnified Parties are being hereby indemnified.

The indemnity set forth above shall survive the expiration or earlier termination of this Agreement. The rights of the parties under this Paragraph 5 shall be in addition to and not in limitation of the rights, damages or recourse to which any of them may otherwise be entitled under this Agreement, in law or in equity.

- 6. Termination.** UAC shall have the right to terminate this Agreement by sending notice thereof to Consultant, effective immediately upon the delivery of such notice, if:
- a) Consultant commits fraud, deceit, breach of trust, or misappropriation of any funds belonging to UAC;
  - b) A breach by Consultant of any of its obligations hereunder occurs and said breach is not cured within ten (10) days after UAC sends notice thereof to Consultant; or
  - c) In UAC's sole discretion, the Services described herein are not being undertaken and/or performed by Consultant in a manner satisfactory to UAC.

UAC shall also have the right to terminate this Agreement without cause upon not less than thirty (30) days' notice to Consultant or if there should be insufficient funds available to continue to support the activities described herein.

- 7. No Assignment.** This Agreement is executed by UAC in reliance upon the personal undertakings of Consultant and, being personal to Consultant, shall not be transferred or assigned in any manner whatsoever without the prior written consent of UAC. Moreover, the Agreement may be terminated immediately by UAC upon any transfer hereof or of any of Consultant's rights hereunder either voluntarily by Consultant or by operation of law.
- 8. Third Party Participation.** In the event that Consultant intends to utilize the services of persons other than employees of Consultant to assist Consultant under this Agreement, Consultant shall first advise UAC. UAC shall have a reasonable time in which to accept or reject such third party assistant. Unless otherwise agreed to, the obligations for compensation to any approved third persons shall be solely the responsibility of Consultant.

In addition, any such third person shall be obligated under the terms of this Agreement on the same basis that Consultant is so obligated. Furthermore, in selecting a third party assistant, Consultant shall make a good faith effort to make opportunities available to minorities, women and the disabled.

**9. Obligations of City of Philadelphia Subcontractors.** Consultant agrees to comply with all obligations of subcontractors under City of Philadelphia contracts including:

- a) The procedures and eligibility restrictions for non-competitively bid contracts as set forth in Chapter 17-1400 of the Philadelphia Code, which includes the following limitations: If a business (including non-profits) makes contributions totaling over \$10,000 in one year to a candidate for City elective office or to an incumbent, the business is not eligible to be a principle contractor for a non-competitively bid contract over \$25,000 during that candidate or incumbent's term of office. Subcontracts under a contract are also subject to eligibility restrictions and disclosure requirements.
- b) The activities and reporting requirements relating to the participation of Minority, Women and Disabled Businesses in City Contracts as set forth in the City of Philadelphia Executive Order 2-05 & 14-08, which includes provisions that require UAC to report on its M/W/BSDE procurement program.

**10. Lobbying Certification.** Consultant certifies that to the best of his or her knowledge, no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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.

Furthermore, 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Standard Form -LLL may be obtained by contacting UAC's Director of operations.

**11. Independent Contractor.** It is understood that Consultant, its officers, agents and employees are independent contractors of UAC, and not employees of UAC. Consultant shall not be an agent of UAC, and nothing in this Agreement shall be construed as creating a partnership, joint venture or similar relationship of any kind between UAC and Consultant. UAC shall not withhold, from sums becoming payable to Consultant hereunder, any amounts for State or Federal Income Tax, or for FICA (Social Security) Taxes, during the term of this Agreement. Consultant hereby agrees to defend, indemnify and hold harmless UAC with respect to such taxes.

**12. Confidentiality.** Consultant acknowledges that during the course of its performance of the Services, it may gain access to information crucial or important to UAC's business that is not available to the general public. In that regard, Consultant agrees to keep all information gathered during the course of its performance of the Services, including the existence and terms of this Agreement, confidential, and to cause its employees, agents and contractors to

whom UAC exposes any information to do the same, except as required by law. Consultant acknowledges that any breach of this Paragraph 12 could cause irreparable and immeasurable damage to UAC, and that UAC shall, therefore, be entitled to injunctive relief, along with any other relief available at law, or in equity, in the event of such breach.

Additionally, the parties will comply with all laws and regulations, including and as applicable without limitation, the regulations of the Health Insurance Portability and Accountability Act ("HIPAA") governing the confidentiality, privacy and security of personally identifiable health information ("Confidential Information"), and shall comply with the requirements of HIPAA in connection with disclosure of such information.

Consultant and UAC shall ensure that both parties will be in full compliance with all statutes and regulations concerning the confidentiality of records. Consultant also agrees that it will not disclose, or use to its advantage or gain in any manner, confidential information of any nature, whether it be acquired for any agency or whether it be acquired as a result of Consultant's activities on behalf of UAC.

- 13. Intellectual Property.** The parties mutually acknowledge that any work product resulting from Consultant's performance of the Service shall be the intellectual property of and belong to UAC.
- 14. Nondiscrimination.** In performance of this Agreement, Consultant shall not discriminate, nor permit discrimination, against any person or group because of race, color, religion, ancestry, physical or mental handicap, national origin, age, sex, sexual preference or orientation, or gender identity.
- 15. Survival of Terms.** The provisions of this agreement which by their nature extend beyond the termination of the agreement will survive termination or expiration of the agreement. These provisions include, but are not limited to, the intellectual property rights and confidentiality, compliance, reporting, and performance obligations identified in this agreement.
- 16. Governing Law.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, without reference to or application of its choice of law rules.
- 17. Waiver.** Any waiver by either party or breach of any provision of this Agreement by the other party shall not be construed as a waiver of any subsequent breach
- 18. Severability.** The terms of this Agreement are severable. In the event of the unenforceability or invalidity of any one or more of the terms, covenants, conditions or provisions of this Agreement under federal, state or other applicable law, such unenforceability or invalidity shall not render any other term, covenant, condition or provision hereunder unenforceable or invalid.
- 19. Entire Agreement.** This Agreement represents the entire Agreement between the parties. Any change, amendment, reduction or extension of this Agreement shall be made by mutual written agreement.
- 20. Paragraph Headings.** The paragraph headings in this Agreement are for convenience only; they form no part of the Agreement and shall not affect its interpretation.

**21. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

**22. Notice and Demands.** A notice, demand or other communication under this Agreement by either party to the other will be sufficiently given or delivered if sent by registered or certified mail, postage prepaid and return receipt requested, or delivered via recognized overnight courier service (e.g. Federal Express). Notice by mail will be deemed to have been given and received five calendar days after the date first deposited in the United States mail. Notice by recognized overnight courier service will be deemed to have been given and received upon delivery.

All correspondence to UAC should be addressed to:

Thomas Love, Controller  
Urban Affairs Coalition  
1207 Chestnut Street, Suite 700  
Philadelphia, PA 19107

All correspondence to Consultant should be addressed to:

\_\_\_\_\_

Name

\_\_\_\_\_

Organization

\_\_\_\_\_

Street Address

\_\_\_\_\_

City, State, Zip Code

*[The Remainder of This Page Intentionally Left Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_:

***Urban Affairs Coalition:***

\_\_\_\_\_  
Signature

***Consultant:***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
EIN or Federal ID Number

**Exhibit A**

Consultant shall provide the Services in accordance with the following Scope of Work:

**Exhibit B**

Paragraph 3, Fee to Consultant, is hereby modified as follows: