

PROFESSIONAL SERVICES CONTRACT

This contract is entered into between the City of Moore, Oklahoma. (the City”), an Oklahoma municipality, with principal offices at 301 N. Broadway, Moore, Oklahoma 73160 and Dawn Jourdan, esq, Ph.D., AICP, a proprietorship, with principal offices at 201 Great Oaks, Norman, Oklahoma 73071;

Whereas, the City requires the services of Dawn Jourdan as a consultant to the City in the completion of certain tasks related to the ongoing planning and operations of various Federal community development programs to be applied for or currently administered by the City, as detailed herein;

Whereas, Dawn Jourdan has agreed to provide said services, the extent outlined herein;

NOW THEREFORE, in consideration of the premises and conditions set forth below the party’s contract;

Section 1

Term, Termination, and Expansion

- 1) The term of the contract shall be from November 23, 2014 through August 31st, 2015.
- 2) The contract may be terminated by either party with thirty (30) calendar days written notice to the addresses noted herein subject to provisions noted in Section 3.
- 3) The contract may be extended or expanded as provided for in Section 6.

Section 2

Scope of Services

- 1) Dawn Jourdan contracts to provide the City with technical services in support of the City's ongoing recovery from the tornadoes of May 2013. Specifically:
 - a) Dawn Jourdan will provide ongoing technical services to the City on an on-demand basis for the CDBG-DR program;
 - b) Dawn Jourdan will assist the City in writing a Comprehensive Plan RFP;
 - c) Dawn Jourdan will assist the City in writing a Redevelopment RFP;
 - d) Dawn Jourdan will assist the City in responding to a National Disaster Resilience Competition;

- 2) Dawn Jourdan will provide ongoing technical services to the City on an on-demand basis for such other tasks that the City may determine.

Section 3

Payment Schedule, Terms and Conditions

The City agrees to pay no more than \$5,000.00 per month for services rendered on the following schedule, terms and conditions:

- 1) The parties agree that the labor costs for technical services shall be defined at the following billable rates per hour, to the nearest quarter hour:
 - a) For Dawn E. Jourdan, \$200.00 per hour;
 - b) All labor costs shall be supported by documentation of hours expended against the contract to the nearest quarter hour.

- 2) The parties agree that the expense costs for any site visits will be borne by Dawn Jourdan. However, printing expenses, or travel expenses outside of Moore, Oklahoma agreed to as a part of this Services Agreement are reimbursable and shall be invoiced and paid by the City as expenses are incurred. All expenses shall be supported by original receipts and shall be subject to the following limitations.

Expense	Limitation	Notes
Per Diem	Federal Per Diem rate	For travel outside Central Oklahoma. ¾ of Federal Per Diem for travel day to the site, and travel day from the site. No receipt required.
Mileage	Federal Mileage rate	For travel outside Central Oklahoma. Mileage Log required.
Lodging	Federal Per Diem rate	Supported by Receipt
Airfare	Round-trip coach at cost	Supported by Receipt
Car Rental	Full size or less at cost	Supported by Receipt
Taxi/Train/Bus fare	At Cost	Supported by Receipt
Gas for Rental Car	At Cost	Supported by Receipt
Tolls	At Cost	Supported by Receipt
Parking	At Cost	Supported by Receipt
Conference Calls	At Cost	Supported by Receipt
Incidental Costs: Printing, etc.	At Cost	Supported by Receipt

- 3) Dawn Jourdan shall be permitted to invoice the City once each month during the contract period for reimbursement of labor and expenses incurred by Dawn Jourdan during the previous month.
- 4) The City agrees to make full payment of any properly submitted invoice within thirty (30) days of the invoice date.

Section 4
Proprietary Information

The parties agree that each will hold any proprietary information learned as a result of this Contract in confidence. The parties will not, during or after the term of this Contract, disclose such proprietary information to any other person or entity for any reason whatsoever, unless required by Title 51 O.S. Section 24A.1 et. Seq., also known as the State of Oklahoma Open Records Act.

Section 5
Understanding and Authorization

This Contract shall constitute the entire understanding of the parties and any other understanding or representation of any kind shall not be binding upon either party. Each party represents that they are authorized by their organization to enter into this Contract and to bind their organization to its terms.

Section 6
Modification

Any modification of this Contract or additional obligations assumed by either party in connection with this Contract shall be binding only if placed writing and signed by each party or an authorized representative thereof. Should any portion of this Contract be found to be invalid it shall not be deemed to invalidate the entire Contract.

Section 7
Assignment

The rights of either party under this agreement may not be assigned or transferred to any other person, firm, corporation or other entity, without the prior, express, written consent of the other.

Section 8
Law

This Contract shall at all times be governed, construed and enforced by the laws of the State of Oklahoma. Prior to any litigation, disputes arising from this Contract shall be subject to arbitration as defined in accordance with the laws of the State of Oklahoma. The venue for any and all arbitration shall be in Cleveland County, Oklahoma.

Section 9
Execution

This Contract may be executed in any number of counterparts, each of which shall be deemed on original, however all of which together shall constitute one and the same instrument.

Section 10
Notifications


All notifications concerning this Contract shall be sent to the following addresses:

To: The City of Moore at:
City of Moore
301 N. Broadway
Moore, OK 73160


To: Dawn Jourdan
201 Great Oaks
Norman, Oklahoma 73071
dwnjrdn@aol.com
(816)739-4416

IN WITNESS WHEREOF, each party has caused this Contract to be executed on the date indicated below.

The City of Moore

By: 
Stephen O. Eddy, City Manager

Date: 11-13-14

By: 
Dawn E. Jourdan

Date: 12-1-14